

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
AGENDA OF REGULAR COUNCIL MEETING – AUGUST 29, 2022 AT 7:00 P.M.
HYBRID WITH COUNCIL IN PERSON AND OTHERS VIA WEB CONFERENCING**

HOW TO JOIN

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://us02web.zoom.us/j/87617916639>

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Webinar ID: 876 1791 6639

	PAGE NUMBER
CALLING TO ORDER	
ADOPTION OF THE AGENDA	
Recommendation: THAT the Agenda for the August 29, 2022 Regular Meeting of Council be accepted and passed.	
DISCLOSURE OF PECUNIARY INTEREST	
PRESENTATIONS	
Chief Administrative Officer announcement – Media Release, July 26, 2022	001
RECESS TO MOVE INTO PUBLIC MEETING	
Recommendation: THAT the Council of the Corporation of the Township of Wellington North recess the August 29, 2022 Regular Meeting of Council for the purpose of holding a Public Meeting under the Planning Act: <ul style="list-style-type: none"> • Green Energy Dispensary Inc., Minor Variance • Parkbridge Lifestyles Communities Inc., Zoning By-law Amendment 	
RESUME REGULAR MEETING OF COUNCIL	
Recommendation: THAT the Council of the Corporation of the Township of Wellington North resume the August 29, 2022 Regular Meeting of Council at : .	
PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETING	
<p>a. By-law Number 097-22 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (Lot 11, Concession 6, municipally known as 7445 Sideroad 5 East, Parkbridge Lifestyles Communities Inc.)</p> <p>Recommendation: THAT By-law Number 0-22 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North be read a First, Second</p>	002

and Third time and enacted. (Lot 11, Concession 6, municipally known as 7445 Sideroad 5 East, Parkbridge Lifestyles Communities Inc.)	
ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING	
<p>1. Regular Meeting of Council, July 25, 2022</p> <p>2. Public Meeting, July 25, 2022</p> <p>Recommendation: THAT the minutes of the Regular Meeting of Council and the Public Meeting held on July 25, 2022 be adopted as circulated.</p>	<p>005</p> <p>012</p>
BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL	
<p>1. Mount Forest Pool Replacement</p> <ul style="list-style-type: none"> • Report CAO 2022-003 Mount Forest Pool Replacement 	020
ITEMS FOR CONSIDERATION	
1. MINUTES	
<p>a. Saugeen Valley Conservation Authority, Authority Meeting, May 19, 2022</p> <p>Recommendation: THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Saugeen Valley Conservation Authority, Authority Meeting held on May 19, 2022.</p>	029
<p>b. Maitland Valley Conservation Authority</p> <ul style="list-style-type: none"> • General Membership Meeting #5-22, May 18, 2022 • General Membership Meeting #6-22, June 15, 2022 <p>Recommendation: THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Maitland Valley Conservation Authority General Membership Meeting #5-22 held on May 18, 2022 and Meeting #6-22 held on June 15, 2022.</p>	<p>035</p> <p>039</p>
<p>c. Wellington North Cultural Roundtable, August 18, 2022</p> <p>Recommendation: THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Wellington North Cultural Roundtable meeting held on August 18, 2022.</p>	043
2. PLANNING	
<p>a. Report DC 2022-029, Consent Application B93-22 Pinestone Construction Inc.</p> <p>Recommendation: THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-029 being a report on Consent Application</p>	052

<p>(Severance) B93-22 known as Lot 72, Crown Survey in the Village of Arthur;</p> <p>AND FURTHER THAT the Council of the Township of Wellington North supports consent application B93-22 as presented with the following conditions:</p> <ul style="list-style-type: none"> • THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands; • THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication consistent with By-Law 011-22; • THAT driveway access can be provided to the severed and retained lands to the satisfaction of the local municipality; • THAT servicing is available for the severed and retained lands to the satisfaction of the local municipality; • THAT the owner confirms the location and condition of the existing sanitary laterals to the property using CCTV; • THAT zoning compliance be achieved to the satisfaction of the Township; <p>AND FURTHER THAT Council authorizes the Development Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.</p>	
<p>b. Report DC 2022-030, Consent Application B94-22 Pinestone Construction Inc.</p> <p>Recommendation: THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-030 being a report on Consent Application (Severance) B94-22 known as Lot 72, Crown Survey in the Village of Arthur;</p> <p>AND FURTHER THAT the Council of the Township of Wellington North supports consent application B94-22 as presented with the following conditions:</p> <ul style="list-style-type: none"> • THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter 	<p>058</p>

<p>of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;</p> <ul style="list-style-type: none"> • THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication consistent with By-Law 011-22; • THAT driveway access can be provided to the severed and retained lands to the satisfaction of the local municipality; • THAT servicing is available for the severed and retained lands to the satisfaction of the local municipality; • THAT the owner confirms the location and condition of the existing sanitary laterals to the property using CCTV; • THAT zoning compliance be achieved to the satisfaction of the Township; <p>AND FURTHER THAT Council authorizes the Development Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.</p>	
<p>c. Report DC 2022-031, Consent Application B95-22 Pinestone Construction Inc.</p> <p>Recommendation: THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-031 being a report on Consent Application (Severance) B95-22 known as Lot 72, Crown Survey in the Village of Arthur;</p> <p>AND FURTHER THAT the Council of the Township of Wellington North supports consent application B95-22 as presented with the following conditions:</p> <ul style="list-style-type: none"> • THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands; • THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication consistent with By-Law 011-22; 	<p>064</p>

<ul style="list-style-type: none"> • THAT driveway access can be provided to the severed and retained lands to the satisfaction of the local municipality; • THAT servicing is available for the severed and retained lands to the satisfaction of the local municipality; • THAT the owner confirms the location and condition of the existing sanitary laterals to the property using CCTV; • THAT zoning compliance be achieved to the satisfaction of the Township; <p>AND FURTHER THAT Council authorizes the Development Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.</p>	
<p>d. Report DC 2022-032, Consent Application B97-22 Eleanor Rundle</p> <p>Recommendation: THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-032 being a report on Consent Application (Lot Line Adjustment) B97-22 known as Part Lot 3, Concession 12 in the former Township of Arthur;</p> <p>AND FURTHER THAT the Council of the Township of Wellington North supports consent application B97-22 as presented with the following conditions:</p> <ul style="list-style-type: none"> • THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands; • THAT the Owner enter into an agreement apportioning any future maintenance costs on any municipal drain impacted by the application, and the owner shall provide a \$500.00 deposit to cover the cost of the re-apportionment if it is determined there are municipal drains impacted by the application and a \$250.00 fee for the Drainage Superintendent’s review of the application to determine status of any drain; <p>AND FURTHER THAT Council authorizes the Development Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.</p>	<p>070</p>

<p>e. Report prepared by Assavari Jadhav, Junior Planner, and Matthieu Daoust, Planner, County of Wellington, dated August 24, 2022, regarding Cachet Developments (Arthur) Inc., Arthur, Removal of Holding (H) Provision</p> <p>Recommendation: THAT the Council of the Corporation of the Township of Wellington North receive the Planning Report prepared by Assavari Jadhav, Junior Planner, and Matthieu Daoust, Planner, County of Wellington, dated August 24, 2022, regarding Cachet Developments (Arthur) Inc., Arthur, Removal of Holding (H) Provision.</p>	<p>075</p>
<p>f. Report DC 2022-033, 5053745 Ontario Inc., Draft Plan of Subdivision Agreement, Part Park Lot 4, South Side of Durham Street and East Side of Main Street, Plan of the Town being Part 1 61R 22218; Township of Wellington North</p> <p>Recommendation: THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-033, 5053745 Ontario Inc., Draft Plan of Subdivision Agreement, Part Park Lot 4, South Side of Durham Street and East Side of Main Street, Plan of the Town being Part 1 61R 22218; Township of Wellington North;</p> <p>AND FURTHER THAT Council authorize the Mayor and Clerk to sign the by-law to enter into the agreement in the form, or substantially the same form as the draft Agreement.</p>	<p>080</p>
<p>g. Correspondence from Ray, D. Kirtz, P.Eng, Triton Engineering Services Limited, regarding London Road Development, Phase 2, Mount Forest, Preliminary Acceptance, Stage III Municipal Services, File: A5520A</p> <p>Recommendation: THAT the Council of the Corporation of the Township of Wellington North receive the correspondence from Ray, D. Kirtz, P.Eng, Triton Engineering Services Limited, regarding London Road Development, Phase 2, Mount Forest, Preliminary Acceptance, Stage III Municipal Services, File: A5520A;</p> <p>AND FURTHER THAT Preliminary Acceptance be granted for Stage III municipal services for London Road Development Phase 2, Mount Forest, effective August 18, 2022.</p>	<p>084</p>
<p>3. BUILDING</p>	
<p>a. Report CBO 2022-09 Permit Review Period Ending July 31st, 2022</p> <p>Recommendation: THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2022-09 being the Building Permit Review for the period ending July 31st, 2022.</p>	<p>086</p>

<p>4. ECONOMIC DEVELOPMENT</p>	
<p>a. Report EDO 2022-025 Volunteer Engagement Program</p> <p>Recommendation: THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2022-25 being a report on the Wellington North Volunteer Engagement Program;</p> <p>AND FURTHER THAT Council approves the attached Press Release and invites all Volunteers and Newcomers in our community to join us on Friday September 23rd, 2022, from 11:00am - 1:00pm at the Mount Forest & District Sports Complex for a Volunteer & Newcomer Celebration.</p>	<p>088</p>
<p>5. FINANCE</p>	
<p>a. Vendor Cheque Register Report, August 22, 2022</p> <p>Recommendation: THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated August 22, 2022</p>	<p>091</p>
<p>6. OPERATIONS</p>	
<p>a. Report OPS 2022-019 being a report on a lot line adjustment at 206 Industrial Drive</p> <p>Recommendation: THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2022- 019 being a report on a lot line adjustment at 206 Industrial Drive;</p> <p>AND FURTHER THAT Council direct staff to have a survey prepared of the proposed lot line adjustment;</p> <p>AND FURTHER THAT Council direct the Township Solicitor to draft the necessary documentation;</p> <p>AND FURTHER THAT Council authorize the survey and legal fees for both the Township and the owner of 206 Industrial Drive be paid from the roads and recreation consulting engineering operating accounts;</p> <p>AND FURTHER THAT the Mayor and the Clerk are hereby authorized and directed to take such action and authorize such documents that are necessary or advisable to carry out the terms of the purchase.</p>	<p>096</p>
<p>b. Report OPS 2022-021 being a report on the conceptual design for the new Mount Forest Outdoor Pool and Aquatics Centre</p> <p>Recommendation: THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2022-021 being a report on the conceptual design for the new Mount Forest Outdoor Pool and Aquatics Centre;</p>	<p>099</p>

<p>AND FURTHER THAT the Council approve the conceptual design for the new Mount Forest Outdoor Pool and Aquatics Centre as shown in Schedule A.</p>	
<p>7. COUNCIL</p>	
<p>a. PIN, The People and Information Network, media release dated August 2, 2022 regarding Volunteerism and Nonprofit Leadership in Guelph Wellington, PIN – The People and Information Network now operates fully remote</p> <p>Recommendation: THAT the Council of the Corporation of the Township of Wellington North receive for information the PIN, The People and Information Network, media release dated August 2, 2022 regarding Volunteerism and Nonprofit Leadership in Guelph Wellington, PIN – The People and Information Network now operates fully remote.</p>	<p>102</p>
<p>b. Ausable Bayfield Maitland Valley Source Protection Region correspondence from Matt Pearson, Chair, Source Protection Committee, dated August 18, 2022, regarding Notice of Pre-consultation of Source Protection Plans</p> <p>Recommendation: THAT the Council of the Corporation of the Township of Wellington North receive for information correspondence from Matt Pearson, Chair, Source Protection Committee, Ausable Bayfield Maitland Valley Source Protection Region, dated August 18, 2022, regarding Notice of Pre-consultation of Source Protection Plans.</p>	<p>104</p>
<p>IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION</p>	
<p>ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION</p>	
<p>Recommendation: THAT all items listed under Items For Consideration on the August 29, 2022 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:</p>	
<p>CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION</p>	
<p>NOTICE OF MOTION</p>	
<p>COMMUNITY GROUP MEETING PROGRAM REPORT</p>	
<p>Councillor Yake (Ward 1):</p> <ul style="list-style-type: none"> • North Wellington Health Care Corporation – Louise Marshall Hospital • Lynes Blacksmith Shop Committee • Recreation, Parks and Leisure Committee • Wellington North Power 	

<p>Councillor Burke (Ward 2):</p> <ul style="list-style-type: none"> • Mount Forest Aquatic Ad Hoc Advisory Committee • Lynes Blacksmith Shop Committee • Wellington North Wellness & Team Building Committee • Mount Forest Business Improvement Area <p>Councillor Hern (Ward 3):</p> <ul style="list-style-type: none"> • Wellington North Cultural Roundtable • Mount Forest & District Chamber of Commerce • Arthur & District Chamber of Commerce • Arthur Business Improvement Area • Arthur BMX/Skateboard Park Advisory Committee • EarlyON Child and Family Services Committee <p>Councillor McCabe (Ward 4):</p> <ul style="list-style-type: none"> • Recreation, Parks and Leisure Committee • Arthur BMX/Skateboard Park Advisory Committee • Saugeen Valley Conservation Authority • Wellington North Health Professional Recruitment Committee • Arthur Trail Committee <p>Mayor Lennox:</p> <ul style="list-style-type: none"> • Committee of Adjustment • Wellington North Power Ex Officio on all committees 	
BY-LAWS	
<p>a. By-law Number 090-22 being a by-law to authorize the execution of the Winter Maintenance Agreement between Integrated Maintenance and Operations Service Inc. operating under the name of “Owen Sound Highway Maintenance Limited” (IMOS) and the Corporation of the Township of Wellington North</p>	107
<p>b. By-law Number 091-22 being a by-law to provide for actual cost to provide for a drainage works in the Township of Wellington North in the County of Wellington, known as Wayne Cole Drainage Works (Arthur)</p>	114
<p>c. By-law Number 092-22 being a by-law to provide for actual cost to provide for a drainage works in the Township of Wellington North in the County of Wellington, known as Brandy Creek Drainage Works (Peel)</p>	116
<p>d. By-law Number 093-22 being a by-law to amend By-law 101-18 being a by-law of the Corporation of the Township of Wellington North to provide for drainage works in the Township of Wellington North known as West Luther Drain 19 (Brubacher) Improvement Drain</p>	118

e. By-law Number 094-22 being a by-law to appoint a Chief Administrative Officer for the Corporation of the Township of Wellington North	177
f. By-law Number 095-22 being a by-law to repeal By-law 056-22 being a by-law to appoint an Acting Chief Administrative Officer for the Corporation of the Township of Wellington North	182
g. By-law Number 096-22 being a by-law to repeal By-law 057-22 being a by-law to appoint an Acting Chief Administrative Officer for the Corporation of the Township of Wellington North	183
h. By-law Number 098-22 being a by-law to amend By-law 016-21 being a by-law to establish fees and charges for recreation services provided by the municipality	184
i. By-law Number 099-22 being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North (Cachet Developments (Arthur) Inc.)	185
j. By-law Number 100-22 being a by-law to authorize a Subdivision Agreement (5053745 Ontario Inc. (Wilson))	189
Recommendation: THAT By-law Number 90-22, 91-22, 92-22, 93-22, 94-22, 95-22, 96-22, 98-22, 99-22 and 100-22 be read a First, Second and Third time and enacted.	
CULTURAL MOMENT	
<ul style="list-style-type: none"> Celebrating the Arthur Poppy Project 	255
CONFIRMING BY-LAW	256
Recommendation: THAT By-law Number 101-22 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on August 29, 2022 be read a First, Second and Third time and enacted.	
ADJOURNMENT	
Recommendation: THAT the Regular Council meeting of August 29, 2022 be adjourned at ___: p.m.	

MEETINGS, NOTICES, ANNOUNCEMENTS		
Arthur 150 th Volunteer Thank You and Celebration drop in event with Lions Club BBQ, Arthur Optimist Pavilion	Tuesday, August 30, 2022	5:00 p.m. to 6:30 p.m.
Recreation, Parks and Leisure Committee	Tuesday, September 6, 2022	4:00 p.m.
Arthur Chamber of Commerce Directors Meeting, Arthur Chamber	Wednesday, September 7, 2022`	5:30 p.m.
Arthur Fall Fair, Arthur Community Centre	September 9 – 11, 2022	
Regular Council Meeting	Monday, September 12, 2022	2:00 p.m.
Mount Forest Aquatics Ad Hoc Advisory Committee, Bill Moody Pavilion	Tuesday, September 13, 2022	7:00 p.m.
Wellington North Volunteer & Newcomer Celebration, Mount Forest & District Sports Complex	Friday, September 23, 2022	11:00 a.m. to 1:00 p.m.
Regular Council Meeting	Monday, September 26, 2022	7:00 p.m.

The following accessibility services can be made available to residents upon request with two weeks' notice:

**Sign Language Services – Canadian Hearing Society – 1-877-347-3427
- Kitchener location – 1-855-656-3748**

TTY: 1-877-843-0368 Documents in alternate forms CNIB – 1-800-563-2642



Township of Wellington North

P.O. Box 125 • 7490 Sideroad 7 W • Kenilworth • ON • N0G 2E0

FOR IMMEDIATE RELEASE
July 26, 2022

MEDIA RELEASE

WELLINGTON NORTH TOWNSHIP HIRES CHIEF ADMINISTRATIVE OFFICER

KENILWORTH – Chief Administrative Officer Hired

Mayor Andrew Lennox and members of Wellington North Township Council are pleased to announce Brooke Lambert will be joining the team in the position of Chief Administrative Officer (CAO) for the municipality, effective September 6th, 2022.

Several excellent candidates were considered during the interview process, and we are happy to welcome Brooke to this important role and look forward to continuing our tradition of collaborative, community-focused service under her administrative leadership.

Brooke comes to us from Waterloo Region and is excited to be relocating with her family to our beautiful community. With over 18 years of progressive municipal experience at both the local and regional level, Brooke has demonstrated a solid foundation in community planning and building, economic development, government relations, stakeholder engagement and public administration. In her most recent role at the City of Cambridge, Brooke was the Director of Corporate Strategy and provided leadership on key strategic initiatives as well the development of a comprehensive corporate performance management framework that brought together strategy, business planning, reporting and measurement of key deliverables. Brooke is a Registered Professional Planner (RPP) and also has both a Masters of Applied Environmental Studies (Local Economic Development) and Bachelor of Arts (Economics) from the University of Waterloo.

"We are delighted to announce that Brooke will be joining our team in early September". – Mayor Andy Lennox

"I am both thrilled and honoured to have been chosen by Council to join this amazing team of dedicated staff, who are committed to providing the highest level of service to this community. As CAO, I look forward to helping Wellington North achieve its vision for the future, with all of the exciting opportunities that can bring. I also want to thank everyone for the warm welcome and support my family has already experienced. We are truly grateful."

- Brooke Lambert, CAO

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 097-22

BEING A BY-LAW TO AMEND BY-LAW 66-01, BEING A ZONING BY-LAW FOR THE TOWNSHIP OF WELLINGTON NORTH

WHEREAS, the Council of the Corporation of the Township of Wellington North deems it necessary to amend By-law Number 66-01; as amended pursuant to Sections 34 and 36 of The Planning Act, R.S.O. 1990, as amended

NOW THEREFORE the Council of the Corporation of the Township of Wellington North enacts as follows:

1. THAT Schedule 'A' Map 1 to By-law 66-01 is amended by changing the zoning on lands legally described as Lot 11, Concession 6 with civic address of 7445 Sideroad 5 E as shown on Schedule "A" attached to and forming part of this By-law from:
 - **Agricultural (A) to Agricultural Exception (A-91)**

THAT Section 33, Rural Area Exception Zones, is hereby amended by adding the following new exceptions:

33.91 CON 6, Lot 11	A-91	Notwithstanding Section 8.1, a septic system benefitting the abutting lands (Part Lot 10, Concession 6) is permitted within the lands zoned A-91 to service the existing homes on the date of passing of this By-law. <ol style="list-style-type: none"> a) Expansion of the resort property located on Part Lot 10, Concession 6 is not permitted.
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2. THAT this By-law shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of The Planning Act, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34 (30) and (31) of the Planning Act, R.S.O., 1990, as amended.

READ A FIRST, SECOND THIRD TIME THIS 29TH DAY OF AUGUST, 2022.

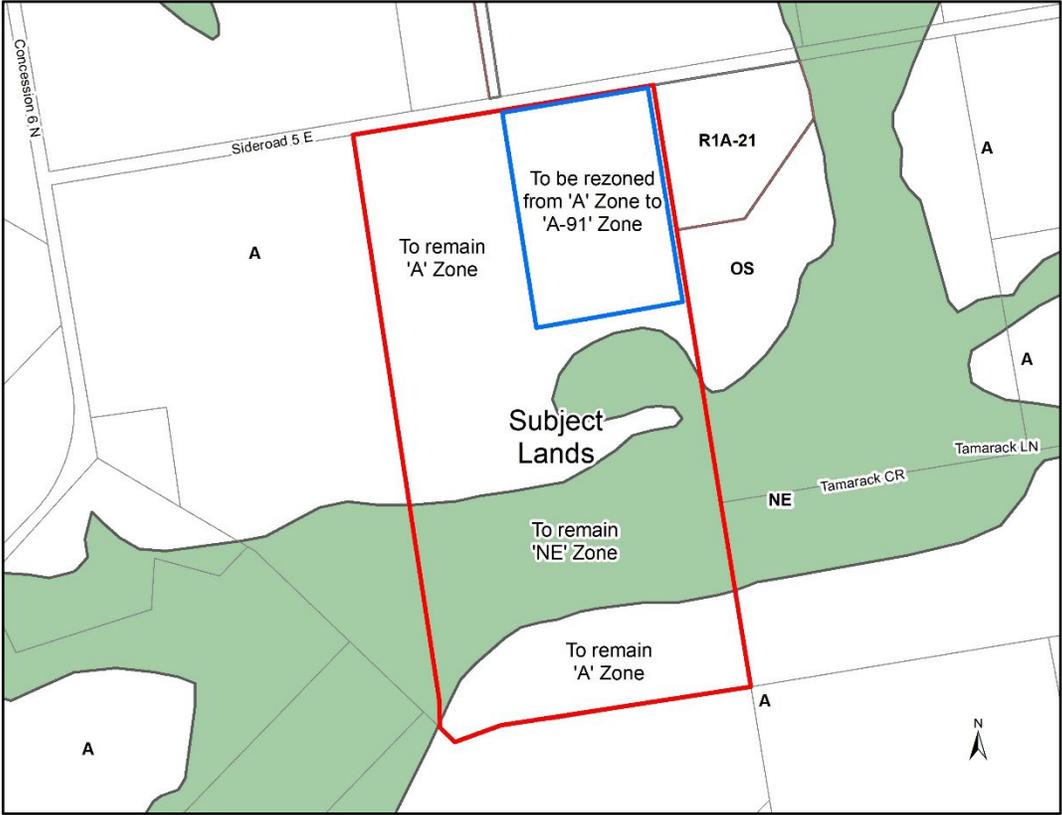
ANDREW LENNOX MAYOR

KARREN WALLACE, CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. 097-22

Schedule "A"



This is Schedule "A" to By-law 097-22

Passed this 29th day of August 2022

MAYOR

CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 097-22

THE LOCATION OF THE SUBJECT LANDS

The subject property is legally described as Lot 11, Concession 6 and municipally known as 7445 Sideroad 5 E. The subject lands are 40.62 ha (100 ac) in size and are currently zoned Agriculture (A) and Natural Environment (NE).

THE PURPOSE AND EFFECT of the amendment is to rezone 7 ha (17.3 ac) from Agriculture (A) to Site Specific Agricultural (A-91) to be used exclusively for a new septic system benefitting the abutting parcel (Parkbridge Lifestyles Communities).

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MINUTES OF REGULAR COUNCIL MEETING – JULY 25, 2022 at 7:00 P.M.
CLOSED SESSION TO FOLLOW OPEN SESSION
VIA WEB CONFERENCING**

Members Present:	Mayor:	Andrew Lennox
	Councillors:	Lisa Hern Dan Yake
Member Absent:	Councillor:	Sherry Burke Steve McCabe
Staff Present:		
Interim Chief Administrative Officer/Chief Building Official:		Darren Jones
Director of Legislative Services/Clerk:		Karren Wallace
Deputy Clerk:		Catherine Conrad
Director of Finance:		Farhad Hossain
Economic Development Officer:		Dale Small
Interim Manager Programming & Community Engagement:		Mandy Jones
Director of Fire Services:		Chris Harrow
Senior Planner:		Matthieu Daoust

CALLING TO ORDER

Mayor Lennox called the meeting to order.

ADOPTION OF THE AGENDA

RESOLUTION: 2022-261

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Agenda for the July 25, 2022 Regular Meeting of Council be accepted and passed.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest declared.

PRESENTATIONS

1. Murray Short, Partner, RLB Chartered Professional Accountants
 - Draft Consolidated Financial Statements for the year ended December 31, 2021
 - Summary of Key Operating Measures

Mr. Short's presentation of the Draft Consolidated Financial Statements for the year ended December 31, 2021 and the Summary of Key Operating Measures reviewed the following:

- Audit Overview
- Audit Report
- Statement of Financial Position
- Statement of Operations

- Statement of Changes in Net Financial Assets
- Schedule of Accumulated Surplus
- Deferred Revenue
- Reserve and Reserve Funds
- Next Steps

RESOLUTION: 2022-262

Moved: Councillor Hern

Seconded: Councillor Yake

THAT Council of the Corporation of the Township of Wellington North receive the draft Consolidated Financial Statements for the year ended December 31, 2021;

AND FURTHER THAT Council authorizes staff to allocate general surplus pursuant to the Reserves and Reserve Funds Policy 006-19.

CARRIED

RECESS TO MOVE INTO PUBLIC MEETING

RESOLUTION: 2022-263

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North recess the July 25, 2022 Regular Meeting of Council for the purpose of holding a Public Meeting under the Planning Act at 7:35 p.m.:

- James and Jo-Anne Machan, Minor Variance
- Peter and Mary Reeves, Zoning By-law Amendment
- Estate of John Baker (Sean Baker), Zoning By-law Amendment

CARRIED

RESUME REGULAR MEETING OF COUNCIL

RESOLUTION: 2022-264

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North resume the July 25, 2022 Regular Meeting of Council at 8:27 p.m.

CARRIED

PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETING

- a. By-law Number 087-22 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (Part Lot 13, Division 2 to 4 EOSR RP 60R1463 Part 1 – Estate of John Baker)

RESOLUTION: 2022-265

Moved: Councillor Hern

Seconded: Councillor Yake

THAT By-law Number 087-22 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North be read a First, Second and Third time and enacted. (Part Lot 13, Division 2 to 4 EOSR RP 60R1463 Part 1 – Estate of John Baker)

CARRIED

- b. By-law Number 088-22 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (Part Lot 71, Concession 3, with frontage on Wellington Street E, Mount Forest – Peter and Mary Reeves)

RESOLUTION: 2022-266

Moved: Councillor Yake

Seconded: Councillor Hern

THAT By-law Number 088-22 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North be read a First, Second and Third time and enacted. (Part Lot 71, Concession 3, with frontage on Wellington Street E, Mount Forest – Peter and Mary Reeves)

DEFEATED

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

1. Regular Meeting of Council, July 11, 2022
2. Public Meeting, July 11, 2022

RESOLUTION: 2022-267

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on July 11, 2022 be adopted as circulated.

CARRIED

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

1. Mount Forest Pool Replacement
 - Report CAO 2022-003 Mount Forest Pool Replacement

A report on a preferred concept plan and costing is planned for the August 29th Council Meeting. Mayor Lennox will be attending the AMO Conference and will investigate grant programs available.

2. Councillor McCabe, Notice of Motion July 11, 2022 Regular Council Meeting

RESOLUTION: 2022-268

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Council of the Township of Wellington North name the splash pad at the Mount Forest fairgrounds property the "MacDonald - Schwindt Splash Pad".

CARRIED

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

2b

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

RESOLUTION: 2022-269

Moved: Councillor Hern

Seconded: Councillor Yake

THAT all items listed under Items For Consideration on the July 25, 2022 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Recreation, Parks and Leisure Committee meeting held on July 5, 2022.

THAT the Council of the Corporation of the Township of Wellington North direct staff to defer the naming rights associated with the lower leisure hall at the Mount Forest and District Sports Complex until after a naming rights policy is prepared and approved, as recommended by the Recreation, Parks and Leisure Committee.

THAT the Council of the Corporation of the Township of Wellington North direct staff proceed with a competitive process for the roof replacement at the Arthur and Area Community Centre;
AND FURTHER THAT Council direct staff to allocate \$350,000 for this project;
AND FURTHER THAT the Committee recommend Council authorize the Director of Operations, or their designate, to enter an agreement(s) for this project, as recommended by the Recreation, Parks and Leisure Committee.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Aquatics Ad-Hoc Advisory Committee meeting held on July 12, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest BIA meeting held on July 12, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive for information Report DC 2020-027 being a report on the final approval of the TBM HOLDCO LTD. Site Plan Agreement, 555 Perth Street, Mount Forest.

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2022-07 being the Building Permit Review for the period ending May 31st, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2022-08 being the Building Permit Review for the period ending June 30th, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated July 15, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2022-017 being a report regarding a petition for drainage works under the Drainage Act on Arthur Concession EOSR Div 3 and 4; Pt Lot 3 RP 60R 2771 Pt Part-1 Roll number 23 49 000 009 02500 0000;
AND FURTHER THAT Council approves the request for a municipal drain;
AND FURTHER THAT Council appoints K. Smart & Associates Limited as the engineer and directs them to prepare report pursuant to the Drainage Act.

CARRIED

CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

RESOLUTION: 2022-270

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-028 being a report on Cachet Developments (Arthur) Inc. Draft Plan of Subdivision 23T-20202, located South of Domville Street and East of Preston Street North in the Village of Arthur.

AND FURTHER THAT the Council of the Township of Wellington North assigns the following street names for Subdivision 23T-20202 (refer to: Draft Approved Plan:

- Street A – Adelaide Street
- Street B – Waters Way
- Street C - Day Street
- Street D - Dingman Street
- Street E - Raftis Street

CARRIED

NOTICE OF MOTION

No notice of motion tabled.

COMMUNITY GROUP MEETING PROGRAM REPORT

Mayor Lennox:

- The Mount Forest Fireworks Festival was very successful and well attended

BY-LAWS

- a. By-law Number 085-22 being a by-law to establish Business Licensing Regulations related to business licensing in the Township of Wellington North
- b. By-law Number 086-22 being a by-law to repeal By-law 075-13 being a by-law to adopt policies and procedures to govern the purchasing of goods and services in the Township of Wellington North

RESOLUTION: 2022-271

Moved: Councillor Yake

Seconded: Councillor Hern

THAT By-law Number 085-22 and 086-22 be read a First, Second and Third time and enacted.

CARRIED

CLOSED MEETING SESSION

The meeting is closed pursuant to Section 239 (2) of the Municipal Act, 2001, specifically:

- (d) labour relations or employee negotiations;
- (b) personal matters about an identifiable individual, including municipal or local board employees;

RESOLUTION: 2022-272

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 8:42 p.m. that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:

(d) labour relations or employee negotiations

(b) personal matters about an identifiable individual, including municipal or local board employees;

CARRIED

1. REPORTS

- Ward Uptigrove Market Check and Workplan
- Verbal report regarding Chief Administrative Officer

2. REVIEW OF CLOSED SESSION MINUTES

- June 27, 2022
- June 29, 2022

3. RISE AND REPORT FROM CLOSED MEETING SESSION

RESOLUTION: 2022-273

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 9:10 p.m.

CARRIED

RESOLUTION: 2022-274

Moved: Hern

Seconded: Yake

THAT the Council of the Corporation of the Township of Wellington North receive the Ward Uptigrove Market Check and Workplan;

AND FURTHER THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2022-275

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive the verbal report regarding Chief Administrative Officer;

AND FURTHER THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2022-276

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the June 27, 2022 and June 29, 2022 Council Meetings.

CARRIED

CONFIRMING BY-LAW

RESOLUTION: 2022-277

Moved: Councillor Yake

Seconded: Councillor Hern

THAT By-law Number 089-22 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on July 25, 2022 be read a First, Second and Third time and enacted.

CARRIED

ADJOURNMENT

RESOLUTION: 2022-278

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Regular Council meeting of July 25 2022 be adjourned at 9:12 p.m.

CARRIED

MAYOR

CLERK

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
PUBLIC MEETING MINUTES – JULY 25, 2022 @ 7:00 P.M.
VIA WEB CONFERENCING**

Members Present:	Mayor:	Andrew Lennox
	Councillors:	Lisa Hern Dan Yake
Member Absent:	Councillor:	Sherry Burke Steve McCabe
Staff Present:		
Interim Chief Administrative Officer/Chief Building Official:		Darren Jones
Director of Legislative Services/Clerk:		Karren Wallace
	Deputy Clerk:	Catherine Conrad
	Director of Finance:	Farhad Hossain
	Economic Development Officer:	Dale Small
Interim Manager Programming & Community Engagement:		Mandy Jones
	Director of Fire Services:	Chris Harrow
	Senior Planner:	Matthieu Daoust

CALLING TO ORDER - Mayor Lennox

Mayor Lennox called the meeting to order.

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest declared.

OWNERS/APPLICANT

Peter & Mary Reeves

LOCATION OF THE SUBJECT LAND

The land subject to the proposed amendment is described as Concession 3, Part Lot 71; RP 60R2149 Pt Part 2. The property is approximately 1.99 ha (4.9 ac) in size.

PURPOSE AND EFFECT OF THE APPLICATION

The purpose and effect of the proposed amendment is to amend the existing Site Specific Residential (R2-58) Zone. This application is seeking to rezone the subject lands to change the minimum required units from 34 to 21. Additional relief may be considered at this meeting.

NOTICE

Notices were mailed to property owners within 120 m of the subject property as well as the applicable agencies and posted on the subject property on June 28, 2022.

PRESENTATIONS

Matthieu Daoust, Senior Planner, County of Wellington, Township of Wellington North

- Planning Report dated July 25, 2022

PLANNING OPINION

The purpose of the application is to amend the current Site Specific Residential (R2-58) zoning to reduce the minimum residential development density on the property from 34 to 21 dwelling units.

In October 2017, the subject lands were rezoned from Residential (R2) to Site Specific Residential (R2-58) to establish a minimum residential development density of 34 dwellings units. This rezoning was a condition of severance applications B62-65/17 that were granted provisional approval by the Wellington County Land Division Committee. The minimum density was established on the remaining lands, consistent with the Official Plan in order to make up for the lower density (larger lots) that had been removed from the property in 2017.

Council should be satisfied that the proposed zoning amendment is consistent with the Provincial Policy Statement and generally conforms to the County of Wellington Official Plan. Planning Staff attached a zoning by-law amendment to this report for Councils consideration.

LOCATION

The subject property is legally described as Part Lot 71, Concession 3, with frontage on Wellington Street E, Mount Forest. The property is approximately 2.02 hectares (5.0 acres) in size and is currently vacant.

PROPOSAL

The purpose and effect of the proposed amendment is to amend the existing Site Specific Residential (R2-58) zoning to reduce the minimum residential development density on the property from 34 to 21. The applicant has included a concept plan (Figure 2). The proposal includes nine single detached dwellings and six semi-detached dwellings.

PROVINCIAL PLANNING POLICY

The subject property is considered to be within the settlement area of Mount Forest. Section 1.1.3.1 of the Provincial Policy Statement states that “settlement areas shall be the focus of growth and their vitality and regeneration shall be promoted.” Settlement areas are encouraged to include a mix of densities and land uses.

The Provincial Growth Plan directs the majority of growth to settlement areas as a better use of land and infrastructure while prioritizing intensification in strategic growth areas, including urban growth centres, major transit station areas, brownfield sites and greyfields.

Under section 2.2.7 of the Growth Plan, new development taking place in designated greenfield areas will be planned, designated, zoned and designed in a manner that supports the achievement of complete communities.

COUNTY OFFICIAL PLAN

The land subject to the amendment is designated RESIDENTIAL in the Urban Centre of Mount Forest. The property is located outside of the defined “built boundary” and therefore is considered a Greenfield area.

Development of Greenfield Areas

The policies of Section 3 of the Official Plan outline the general strategies for guiding growth within the County. Section 3.3 sets out objectives for growth and encourages growth in urban areas. It further encourages the efficient use of land through increased densities in designated Greenfield areas of urban centres.

Section 3.3.1 identifies targets and states “the designated greenfield area of the County will be planned to achieve an overall minimum density of not less than 40

residents and jobs per hectare. This application is located within a Greenfield area and will contribute and support this target.

According to Section 4.4.4, the County in Greenfield areas will encourage increased densities and a broader mix of housing. New developments will be required to achieve densities which promote the overall greenfield density target of 40 persons and jobs per hectare and specifically strive to attain at least 16 units per gross hectare (6.5 units per gross acre) in newly developing subdivisions. The introduction of medium density housing types in new subdivisions and other Greenfield areas is encouraged. As proposed (21 units), the proposed development would yield 10.4 units per gross hectare (4.2 units per gross acre). The current zoning which is consistent with the Official Plan establishes a density of 16 units per hectare.

ZONING BY-LAW

The subject property is zoned Agricultural Site Specific (R2-58). In October 2017, the subject lands were rezoned from Residential (R2) to Site Specific Residential (R2-58) to establish a minimum residential development density of 34 dwellings units as a condition of severance applications B62-65/17.

PLANNING DISCUSSION

Consent Applications B62-65/17

In July 2017, four severance applications (B62-65/17, single detached dwellings) on the Reeve's property were conditionally approved by the County Land Division Committee.

Due to the large lot sizes proposed, the four severance applications achieved a density of 8.57 units per hectare (4 units per acre) which is below the target of 16 units per gross hectare (6.5 units per gross acre) in the Official Plan. An air photo showing the severances and the retained parcel is provided in Figure 2.

County Planning Staff provided comments on the applications recommending that an additional lot be introduced to increase the number of proposed lots to five, which would achieve a density of 12.3 units per gross hectare (5 units per gross acre) and provide a more efficient use of land and services and. The applicant confirmed that their preference was to propose four new lots.

In light of the reduced density proposed, the Township of Wellington North requested a condition of approval which requires that the retained property be rezoned to establish a minimum residential density in accordance with the Official Plan. The intent was that notwithstanding the creation of the four (4) larger lots, the target density in the Official Plan still needs to be achieved across the entire property.

Draft Zoning By-law Amendment

A site specific draft Zoning By-law amendment has been prepared for public review and Council's consideration, and is attached to this report.

The draft By-law includes a requirement that a minimum of 21 units be constructed on the subject lands. Further clarification is also provided in the By-law stating that accessory apartments do not count towards the required number of units. The draft by-law is attached to this report for public viewing and Council's consideration.

CORRESPONDENCE FOR COUNCIL'S REVIEW

- Danielle Walker, Source Protection Coordinator, Wellington Source Water Protection Email dated June 29, 2022 (No Objection)
- Michael Oberle, Environmental Planning Technician, Saugeen Valley Conservation Authority correspondence dated July 21, 2022 (application acceptable)

REQUEST FOR NOTICE OF DECISION

The by-law will be considered at the regular council meeting following the public meeting. Persons wishing notice of the passing of the by-law must submit a written request.

MAYOR OPENS FLOOR FOR ANY COMMENTS/QUESTIONS

Peter and Mary Reeves were present to answer questions regarding the application. Mr. Reeves stated the proposed development is all single-family dwellings, and he feels they feel these should be normal sized lots for single family homes. They stated that it is not their fault it has taken many years to proceed to this stage and they should not have to change their plan to meet density targets.

COMMENTS/QUESTIONS FROM COUNCIL

Councillor Yake inquired if the planner is okay with this zoning amendment. Matthieu Daoust, Senior Planner, stated that in 2017 the four lots were permitted with the understanding that a condition be put in place for the 34 unit minimum on the retained land to meet the County Official Plan density requirements.

Mayor Lennox asked about the portion of land on the east side that will be untouched. Mr. Daoust commented that it is slated to be a storm water management area. CBO Darren Jones explained that the four lots previously severed are on a force main to get up to the sanitary sewer as the lay of the land does not support gravity feed sewer. Mr. Reeves commented that this development was originally designed in 2007, stating it took ten years to get the four lots and the sewer was designed to do what it does. The subdivision will work on gravity flow. The land on the east side will be retained for storm water management and is not accessible to get sewers to. It will be one straight road that will support gravity flow sewers with single family homes on one side and duplexes on the other. They don't want apartment buildings in this subdivision. Mr. Daoust provided clarity regarding the density. In 2017 when the four severances were requested planning staff had the same concerns for the entirety of the subject lands. The request for the 34-unit density remained stable from 2017 to present date in the Official Plan.

Councillor Hern questioned the lower density. Mayor Lennox asked if it is impossible to attain the higher density? Mr. Daoust stated that Planning staff would be in a position to keep the 34-unit density requirement. The option of two rows of semis was suggested. There are other options to get closer to 34 units.

Councillor Yake stated that the planning opinion says the Council should be satisfied with the proposed zoning amendment. The single-family homes are consistent and would back onto other single-family homes on the west side of the property noting that across the road they put in as many semis as possible without using land to east

and without having to put in a large multiunit apartment building. It fits the area but may be a little shy of the density target. Mayor Lennox commented that there have been developments where more density was proposed and there were comments that higher density should be in greenfield areas, which is what this is. He questioned if Council doesn't ask for the density requirements under the County Official Plan how will there be enough housing that offers greater options in which people can afford. He noted single family homes are out of reach for a large segment of the population. Mr. Reeves stated that if the development had happened in a timely fashion the density requirements would not have to be met, noting in 2017 they were not given any other options. Mary Reeves commented that in other developments with higher density there is hardly room for parking in their driveways, bumpers are hanging out on the street. Councillor Yake remarked that in both Arthur and Mount Forest in the higher density areas the streets are full of cars, and it is difficult to get through. This has nothing to do with this proposal, but it is a valid point and needs to be considered.

OWNERS/APPLICANT

Estate of John Baker (Sean Baker)

LOCATION OF THE SUBJECT LAND

The land subject to the proposed amendment is described as Part Lot 13, Division 2 to 4 EOSR RP 60R1463 Part 1. The property is approximately 36.16 ha (89.3 ac) in size.

PURPOSE AND EFFECT OF THE APPLICATION

The purpose and effect of the proposed amendment is to rezone a portion of the subject land approximately 1 ha (2.47 ac) from Agricultural Site Specific (A-1) to Agricultural Commercial (AC) to facilitate the construction of a new facility to fabricate farm use equipment. Additional relief may be considered at this meeting.

NOTICE

Notices were mailed to property owners within 120 m of the subject property as well as the applicable agencies and posted on the subject property on June 29, 2022.

PRESENTATIONS

Matthieu Daoust, Senior Planner and Asavari Jadhav, Junior Planner, County of Wellington, Township of Wellington North

- Planning Report dated July 20, 2022

PLANNING OPINION

The purpose of this zone amendment is to rezone a portion of the subject land, approximately 1 ha (2.47 ac) to Agricultural Commercial (AC) zone to allow development of a facility for repair and sale of farm use equipment. The applicants are proposing to construct a new 1,244.90 m² (13,400 ft²) facility for repair and sale of farm use equipment. The subject property is approximately 36.16 ha (89.3 ac) in size.

Planning staff have no concerns with the application. The application is consistent with applicable Provincial Policy and generally conforms with the Official Plan. A draft

zoning by-law has been attached to this report for public viewing and Councils consideration.

INTRODUCTION

The subject land is legally described as Part Lot 13, Division 2 to 4 EOSR RP 60R1463 Part 1. The subject property is approximately 36.16 ha (89.3 ac) in size and is currently vacant and farmed. An air photo is shown below in Figure 1.

PROPOSAL

The purpose of this zone amendment is to rezone a portion of subject property approximately 1 ha (2.47 ac) from Site Specific Agricultural (A-1) to Agricultural Commercial (AC) to permit the development of a facility for repair and sale of farm use equipment for the local farming community.

PROVINCIAL PLANNING POLICY

Rezoning's are subject to the Provincial Policy Statement and decisions of a Council are required to be "consistent" with it (Section 4.2). The subject property is considered to be within a PRIME AGRICULTURAL area. Section 2.3.3.1 of the PPS allows for agriculture-related uses provided those uses are compatible with, and shall not hinder surrounding agricultural operations. Agricultural-related uses include "farm related commercial and industrial uses that are small scale and directly related to the farm operation and are required in close proximity to the farm operation".

COUNTY OFFICIAL PLAN

The subject property is designated PRIME AGRICULTURE and CORE GREENLANDS. The identified feature include Saugeen Valley Conservation Authority regulated Hazard Lands. Section 6.4.3 (b) and (c), of the plan provides consideration for secondary uses and agriculture related uses. Agriculture –related uses include "farm related commercial and industrial uses that are small scale and directly related to the farm operation and are required in closed proximity to the farm operation".

Section 6.4.2 of Agriculture First policy states that "As a general rule, land use activities that support agriculture will be encouraged and land use activities that do not support agriculture will be discouraged". We believe that the proposed use meets this intent.

ZONING BY-LAW

The subject lands are zoned Agriculture (A), Site Specific Agriculture (A-1) and Natural Environment (NE). Based on the site plan it appears that the proposed facility is located on the lands zoned Site Specific Agriculture (A-1). The draft by-law proposes to rezone 1 ha (2.47 ac) from Site Specific Agriculture (A-1) to Agricultural Commercial (AC) to be used for a farm equipment repair facility with a sales component. The farm equipment repair and sales facility would fall adequately under the Agricultural Commercial zone criteria.

Draft Zoning By-law Amendment

A draft zoning by-law amendment has been prepared and attached to this report for council's consideration.

CORRESPONDENCE FOR COUNCIL'S REVIEW

- Michael Oberle, Environmental Planning Technician, Saugeen Valley Conservation Authority correspondence dated July 21, 2022 (application acceptable)

REQUEST FOR NOTICE OF DECISION

The by-law will be considered at the regular council meeting following the public meeting. Persons wishing notice of the passing of the by-law must submit a written request.

MAYOR OPENS FLOOR FOR ANY COMMENTS/QUESTIONS

Jim Coffey, agent for the applicant, and applicants Cleason and Leroy Shantz, were present to answer questions regarding the application.

Kathy Worthman, 7359 Sideroad 5 East, a resident across the road from the subject property, inquired where the building will be located as she has concerns from a visual and safety perspective. Ms. Worthman expressed concern with road safety as many Mennonites use the road with their bicycles and horse and buggies and also with noise from increased traffic. She would like to see speed reduction on the road and asked about the next steps and timeline for construction. Mr. Daoust, Senior Planner, stated that the building will be near the middle of the property. CBO Jones explained that the location is in the first field from Highway 6 and explained the process of notice of by-law passing, appeal period, by-law considered final after appeal period, site plan approval coming to Council and the building permit being issued.

COMMENTS/QUESTIONS FROM COUNCIL

Councillor Yake questioned if the estate is building this or if the property is being sold. Mr. Coffey, Applicant's Agent, explained that he is working with the estate of Mr. Baker. The Shantz's are looking to relocate their business from West Montrose but do not want to buy the property if this cannot proceed.

Councillor Hern inquired if this is a small-scale size building. Cleason Shantz, applicant, stated that the 13,000 sq. ft. is for two buildings. One shop building and a storage building. They might move dirt this fall and build in the spring of 2023.

Mayor Lennox asked about the nature of the business. Mr. Shantz explained that they repair hay equipment and assemble new hay rakes; they do not manufacture and do not expect to see a lot of extra traffic on the roadway. Mayor Lennox stated that it is suitable in an agricultural zone, yet still close to the Riverstown Industrial area.

ADJOURNMENT

RESOLUTION: 007-2022

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Public Meeting of July 25, 2022 be adjourned at 8:26 pm.

CARRIED

MAYOR

CLERK



WELLINGTON NORTH
SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of May 24, 2022

From: Michael Givens, CAO

Subject: CAO 2022-003 Mount Forest Pool Replacement

RECOMMENDATION

THAT Council of the Township of Wellington North receive for information Report CAO 2022-003 Mount Forest Pool Replacement.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

MOUNT FOREST AQUATIC AD-HOC ADVISORY COMMITTEE TERMS OF REFERENCE

RPL 2022-005 being a report on summer recreation programs

Concept Design New Pool-February 8, 2022

CAO 2021-008 fundraising committee guidelines

OPS 2021-012 being a report to prioritize major Wellington North water and wastewater projects

RAC 2016-003 being a report on establishing an ad hoc committee regarding the Mount Forest Pool

BACKGROUND

At the May 9, 2022 Council meeting, Council requested a summary of “key decision points” that require consideration as we continue to move forward with the design, finance, build of a new pool in Mount Forest. These items are more specifically associated with the financial components associated with a recreation project of this magnitude.

Items for consideration, decision making and direction provision to staff and committee(s)-

1. What is the budget for the new Mount Forest Pool? Current concepts suggest between \$5 and \$5.5 million. Pools can be scoped to meet a budget. Is council going to consider a budget cap or is continued creep acceptable?
2. How much long-term debt is Township council willing to accept to build a pool? \$2.5 million? \$4.5 million? Debt levels are currently low for the Township, but major capital investments that are likely to require debt financing loom.
3. The recent joint meeting of the Recreation, Parks, Leisure Committee and Mount Forest Aquatics Ad Hoc Advisory Committee confirmed that the Ad Hoc Advisory Committee continues to focus fundraising efforts solely on pool enhancements (i.e., items that are not included as part of the existing pool. (E.g., climbing wall, water feature(s), sunshades, bubblers). When the final concept is prepared, Council and staff should sit down and confirm the list of enhancements with pricing and provide that to the Ad Hoc Advisory Committee, so they understand their goal. Is the beach entry an enhancement? Is the trellis an enhancement? Is landscaping surrounding the pool (outside the fence) an enhancement? These are examples of questions that need to be addressed prior to the list of enhancements being provided to the Ad Hoc Advisory Committee.
4. Are funds raised through naming rights, contributions from neighbouring municipalities whose residents utilize the pool to go towards the core pool and bathhouse capital funds? Do potential proceeds from the sale of lands of the current pool site go towards the core pool and bathhouse?
5. It has been assumed by some there are 2 separate fundraising pots. 1 for pool enhancements that the Ad Hoc Advisory Committee is focused on and 1 for the core pool (replacement) and bathhouse (replacement). Is it council's assumption that staff are "fundraising" for the core pool and bathhouse?
6. Is the Mount Forest Pool project the #1 priority capital infrastructure project for all eligible provincial or federal funding grants? That is typically a question asked as part of funding applications, requiring a resolution of council to confirm. Council endorsed an application in 2019 to the Investing in Canada Infrastructure Program (ICIP) for the Arthur Community Centre renovations, dressing room expansions. Has the Mount Forest pool now become the number 1 recreation priority?
7. Does Council want to establish clear targets that must be met prior to actual construction proceeding?
 - a. Examples-
 - i. 2/3 of total project funding must be secured prior to proceeding. A combination of fundraising, grants, reserve allocations.
 - ii. Ad hoc Committee has raised 2/3 of funding target for project enhancements.

FINANCIAL CONSIDERATIONS

FUNDING SOURCES-

- Development Charges dedicated to the MF Pool
 - Balance-\$403,000
 - Note-development charges are to be utilized to address “Net Growth Related Costs”
- Cash in lieu of parkland-can be used for upgrading of existing parks/facilities, provided need is due to intensification. The case could be made for certain of the landscape amenities for sure.
 - Balance-\$187,000
- Council Community and Contingency Reserve-really the council discretionary reserve
 - Balance \$8000
- Tax rate stabilization-justification, reduce debt required reduces future tax rate pressure
 - Balance-\$1.4 million
- Capital infrastructure Reinvestment Reserve Fund- used for rehab or replacement of existing infrastructure
 - Balance-\$1.3 million
- Gas tax or Ontario Community Infrastructure Fund-Formula Based (OCIF)-could commit **future** receipt of these funds to the project. That would create a gap for other infrastructure rehab. Gas tax historically focused on bridge rehabilitation, OCIF focused on other infrastructure rehabilitation (roads, water, sanitary)
 - Gas tax, now Canada Community Building Fund (CCBF) 2022 Allocation-\$378,000
 - OCIF 2022 Allocation-\$1,903,374

OTHER IMMINENT PROJECTS THAT WILL REQUIRE A COMBINATION OF DEBT FINANCING, DEVELOPMENT CHARGES, OTHER DEVELOPER CONTRIBUTION, RESERVES AND GRANTS

<i>Project</i>	<i>Estimated Cost*</i>
Arthur Wastewater Plant Project – Phase 2	\$8.3 Million (2018)
Mount Forest Water Tower	\$5 Million (2021)
Arthur Water Tower	\$3.7 Million (2020)
Arthur Water Supply	\$3.5 Million (2021)
Mount Forest Wastewater Plant Capacity	Unknown
Arthur Water Treatment	Unknown
Arthur Community Centre Renovations & Dressing Room Additions	\$1.8 Million (ice plant, piping, ice surface work completed)
Mount Forest Fire Hall	\$2 Million
Arthur Operations Centre	\$3.5 Million

*- Estimate costs are approximate, and parenthesis' indicate year of engineered or preliminary estimate.

The above list is not exhaustive but is to provide context of the amount of funding that will be required in the near future.

OTHER CONSIDERATIONS-

1. 2022 ANNUAL REPAYMENT LIMIT-\$2,296,276

This limit represents the maximum amount which the municipality had available as of December 31, 2020 to commit to payments relating to debt and financial obligation.

2. Mount Forest Pool Operations-annually pool operations cost the Township approximately \$70,000. These are operating costs only. A 25-year debenture for \$2.5 million would add over \$150,000 annually to the pool costs.

ATTACHMENTS

1. Amortizing Debenture Draft Payment Schedule \$2.5 million, 25 year, 3.50% interest, annual payment
2. 2022 Annual Repayment Notice-MMAH
3. MF Pool Concept 3-most preferred concept based on survey results
4. Resolution #2019-341

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

Yes No N/A

Which priority does this report support?

Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

Prepared By:	Michael Givens, CAO	<i>Michael Givens</i>
Recommended By:	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>

>> Amortizing Debenture Schedule

Organization Name	Wellington North
Principal Amount	\$2,500,000.00
Annual Interest Rate	3.50 %
Loan Term (Year)	25
Debenture Date (mm/dd/yyyy)	08/01/2023
Maturity Date (mm/dd/yyyy)	08/01/2048
Payment Frequency	Annual
Loan Type	Amortizing

Payment Date	Total Payment	Principal Amount	Interest Amount	Principal Balance
08/01/2024	\$151,685.09	\$64,185.09	\$87,500.00	\$2,435,814.91
08/01/2025	\$151,685.09	\$66,431.57	\$85,253.52	\$2,369,383.34
08/01/2026	\$151,685.09	\$68,756.67	\$82,928.42	\$2,300,626.67
08/01/2027	\$151,685.09	\$71,163.16	\$80,521.93	\$2,229,463.51
08/01/2028	\$151,685.09	\$73,653.87	\$78,031.22	\$2,155,809.64
08/01/2029	\$151,685.09	\$76,231.75	\$75,453.34	\$2,079,577.89
08/01/2030	\$151,685.09	\$78,899.86	\$72,785.23	\$2,000,678.03
08/01/2031	\$151,685.09	\$81,661.36	\$70,023.73	\$1,919,016.67
08/01/2032	\$151,685.09	\$84,519.51	\$67,165.58	\$1,834,497.16
08/01/2033	\$151,685.09	\$87,477.69	\$64,207.40	\$1,747,019.47
08/01/2034	\$151,685.09	\$90,539.41	\$61,145.68	\$1,656,480.06
08/01/2035	\$151,685.09	\$93,708.29	\$57,976.80	\$1,562,771.77
08/01/2036	\$151,685.09	\$96,988.08	\$54,697.01	\$1,465,783.69
08/01/2037	\$151,685.09	\$100,382.66	\$51,302.43	\$1,365,401.03
08/01/2038	\$151,685.09	\$103,896.05	\$47,789.04	\$1,261,504.98
08/01/2039	\$151,685.09	\$107,532.42	\$44,152.67	\$1,153,972.56
08/01/2040	\$151,685.09	\$111,296.05	\$40,389.04	\$1,042,676.51
08/01/2041	\$151,685.09	\$115,191.41	\$36,493.68	\$927,485.10
08/01/2042	\$151,685.09	\$119,223.11	\$32,461.98	\$808,261.99
08/01/2043	\$151,685.09	\$123,395.92	\$28,289.17	\$684,866.07
08/01/2044	\$151,685.09	\$127,714.78	\$23,970.31	\$557,151.29
08/01/2045	\$151,685.09	\$132,184.79	\$19,500.30	\$424,966.50
08/01/2046	\$151,685.09	\$136,811.26	\$14,873.83	\$288,155.24
08/01/2047	\$151,685.09	\$141,599.66	\$10,085.43	\$146,555.58
08/01/2048	\$151,685.03	\$146,555.58	\$5,129.45	\$0.00
	\$3,792,127.19	\$2,500,000.00	\$1,292,127.19	

DISCLAIMER:

Infrastructure Ontario does not warrant or make any representations regarding the use or the results of the use of the calculator found herein in terms of their correctness, accuracy, timeliness, reliability, or otherwise. Under no circumstances shall Infrastructure Ontario be held liable for any damages, whether direct, incidental, indirect, special, or consequential, and including, without limitation, lost revenues or lost profits, arising from or in connection with your use or reliance on the calculator found herein.

This calculator is provided for general illustrative purposes only and does not constitute investment advice. To take into account your specific circumstances, you should obtain professional investment, legal and/or tax advice, as appropriate.

2022 ANNUAL REPAYMENT LIMIT

(UNDER ONTARIO REGULATION 403 / 02)

MMAH CODE:	75617		
MUNID:	23020		
MUNICIPALITY:	Wellington North Tp		
UPPER TIER:	Wellington Co		
REPAYMENT LIMIT:		\$	2,296,276

The repayment limit has been calculated based on data contained in the 2020 Financial Information Return, as submitted to the Ministry. This limit represents the maximum amount which the municipality had available as of December 31, 2020 to commit to payments relating to debt and financial obligation. Prior to the authorization by Council of a long term debt or financial obligation, this limit must be adjusted by the Treasurer in the prescribed manner. The limit is effective January 01, 2022

FOR ILLUSTRATION PURPOSES ONLY,

The additional long-term borrowing which a municipality could undertake over a 5-year, a 10-year, a 15-year and a 20-year period is shown.

If the municipalities could borrow at 5% or 7% annually, the annual repayment limits shown above would allow it to undertake additional long-term borrowing as follows:

5% Interest Rate			
(a)	20 years @ 5% p.a.	\$	28,616,668
(a)	15 years @ 5% p.a.	\$	23,834,554
(a)	10 years @ 5% p.a.	\$	17,731,231
(a)	5 years @ 5% p.a.	\$	9,941,671
7% Interest Rate			
(a)	20 years @ 7% p.a.	\$	24,326,775
(a)	15 years @ 7% p.a.	\$	20,914,280
(a)	10 years @ 7% p.a.	\$	16,128,078
(a)	5 years @ 7% p.a.	\$	9,415,183

DETERMINATION OF ANNUAL DEBT REPAYMENT LIMIT

026

(UNDER ONTARIO REGULATION 403/02)

MUNICIPALITY:

Wellington North Tp

MMAH CODE:

75617

Debt Charges for the Current Year

		1
		\$
0210	Principal (SLC 74 3099 01)	1,407,345
0220	Interest (SLC 74 3099 02)	81,422
0299	Subtotal	1,488,767
0610	Payments for Long Term Commitments and Liabilities financed from the consolidated statement of operations (SLC 42 6010 01)	0
9910	Total Debt Charges	1,488,767

Amounts Recovered from Unconsolidated Entities

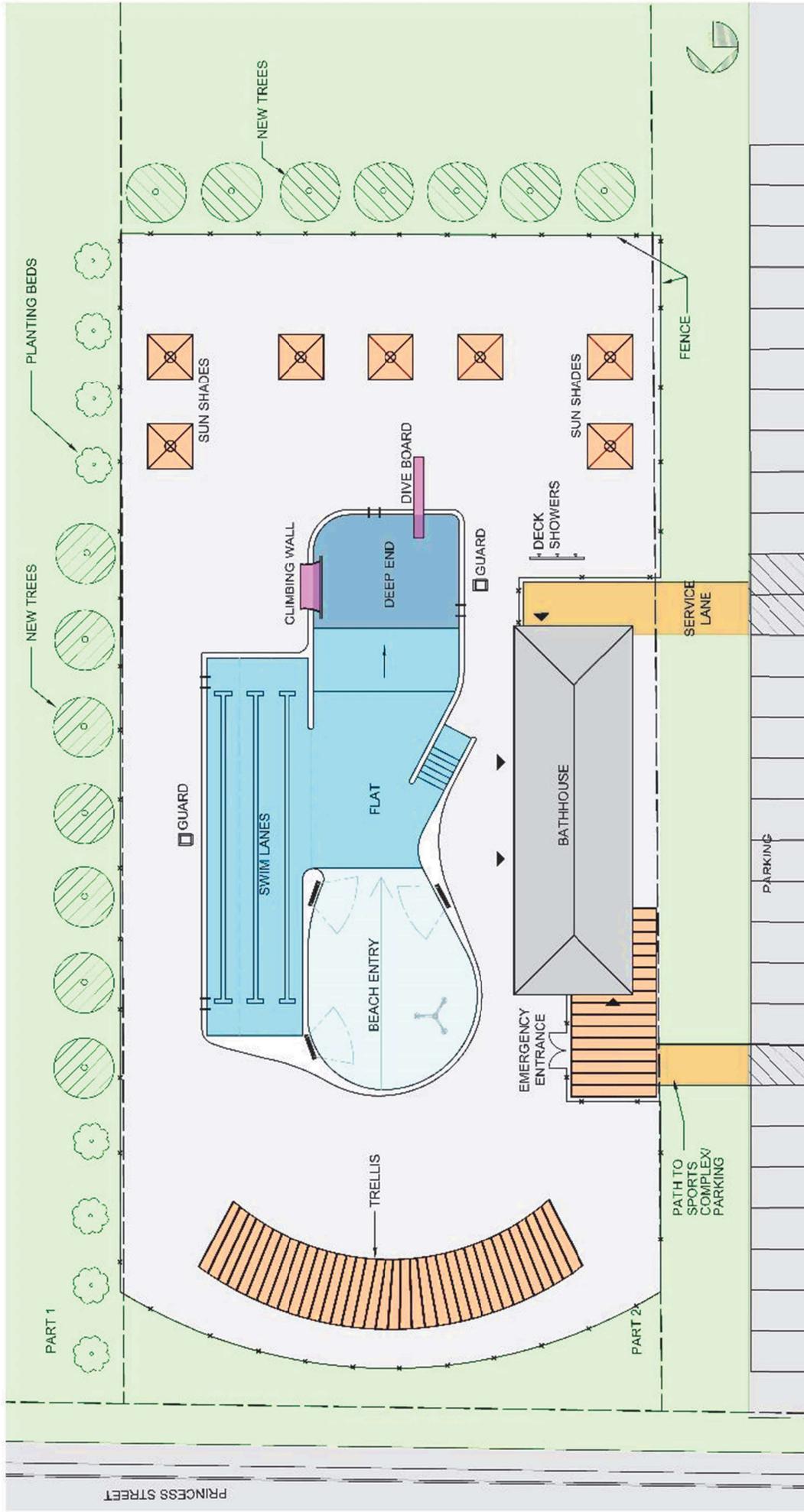
		1
		\$
1010	Electricity - Principal (SLC 74 3030 01)	0
1020	Electricity - Interest (SLC 74 3030 02)	0
1030	Gas - Principal (SLC 74 3040 01)	0
1040	Gas - Interest (SLC 74 3040 02)	0
1050	Telephone - Principal (SLC 74 3050 01)	0
1060	Telephone - Interest (SLC 74 3050 02)	0
1099	Subtotal	0
1410	Debt Charges for Tile Drainage/Shoreline Assistance (SLC 74 3015 01 + SLC 74 3015 02)	20,394
1411	Provincial Grant funding for repayment of long term debt (SLC 74 3120 01 + SLC 74 3120 02)	0
1412	Lump sum (balloon) repayments of long term debt (SLC 74 3110 01 + SLC 74 3110 02)	0
1420	Total Debt Charges to be Excluded	20,394
9920	Net Debt Charges	1,468,373

		1
		\$
1610	Total Revenue (SLC 10 9910 01)	18,698,178
Excluded Revenue Amounts		
2010	Fees for Tile Drainage / Shoreline Assistance (SLC 12 1850 04)	0
2210	Ontario Grants, including Grants for Tangible Capital Assets (SLC 10 0699 01 + SLC 10 0810 01 + SLC 10 0815 01)	2,853,123
2220	Canada Grants, including Grants for Tangible Capital Assets (SLC 10 0820 01 + SLC 10 0825 01)	51,135
2225	Deferred revenue earned (Provincial Gas Tax) (SLC 10 830 01)	0
2226	Deferred revenue earned (Canada Gas Tax) (SLC 10 831 01)	356,309
2230	Revenue from other municipalities including revenue for Tangible Capital Assets (SLC 10 1098 01 + SLC 10 1099 01)	110,171
2240	Gain/Loss on sale of land & capital assets (SLC 10 1811 01)	-111,686
2250	Deferred revenue earned (Development Charges) (SLC 10 1812 01)	305,016
2251	Deferred revenue earned (Recreation Land (The Planning Act)) (SLC 10 1813 01)	0
2252	Donated Tangible Capital Assets (SLC 53 0610 01)	0
2253	Other Deferred revenue earned (SLC 10 1814 01)	25,687
2254	Increase / Decrease in Government Business Enterprise equity (SLC 10 1905 01)	0
2255	Other Revenue (SLC 10 1890 01 + SLC 10 1891 01 + SLC 10 1892 01 + SLC 10 1893 01 + SLC 10 1894 01 + SLC 10 1895 01 + SLC 10 1896 01 + SLC 10 1897 01 + SLC 10 1898 01)	49,829
2299	Subtotal	3,639,584
2410	Fees and Revenue for Joint Local Boards for Homes for the Aged	0
2610	Net Revenues	15,058,594
2620	25% of Net Revenues	3,764,649
9930	ESTIMATED ANNUAL REPAYMENT LIMIT	2,296,276
		(25% of Net Revenues less Net Debt Charges)

* SLC denotes Schedule, Line Column.

Concept 3. - Plan

017



027



Concept Design for New Outdoor Pool



RESOLUTION: 2019-341

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive Report RAC 2019-019 being a report on the Investing in Canada Infrastructure Program (ICIP) Application be received;

AND FURTHER THAT Council support and direct staff to submit an application for the rehabilitation of the Arthur and Area Community Centre consistent with this report, a project which will result in improved functionality and accessibility at the community-owned facility;

AND FURTHER THAT Council agree to fund the Township's share of the project cost, as recommended by Township staff, if the application is successful.

CARRIED

I, Karren Wallace, CLERK OF THE
TOWNSHIP OF WELLINGTON NORTH
HEREBY CERTIFY THIS TO BE A
TRUE AND COMPLETE COPY

Karren Wallace
Karren Wallace

*of Resolution 2019-341 from the Nov 4/19
meeting of Council*

MINUTES

Meeting: Authority Meeting
Date: Thursday, May 19, 2022, 1:00 p.m.
Location: Electronic
Chair: Maureen Couture

Members present: Paul Allen, Mark Davis, Barbara Dobreen, Dan Gieruszak, Cheryl Grace, Tom Hutchinson, Steve McCabe, Don Murray, Dave Myette, Mike Niesen, Sue Paterson, Diana Rae, Christine Robinson, Bill Stewart

Others present: Jennifer Stephens, General Manager / Secretary-Treasurer
Donna Lacey, Manager, Forestry and Lands
Elise MacLeod, Manager, Water Resources
Erik Downing, Manager, Environmental Planning and Regulations
Laura Molson, Manager, Corporate Services
Jeremy Harbinson, Water Resources Technician
Jilliana Wiersma, Lands Technician
Jody Duncan – Water Resources Technician
Nicole Gibson – Water Resources Technician
Stacey Van Opstal, Flood Forecasting and Warning Coordinator
Janice Hagan, Executive Assistant / Recording Secretary

The Authority meeting was called to order at 1:00 p.m.

1. Land Acknowledgement:

As we work towards reconciliation with Indigenous people, we begin our meeting today by respectfully acknowledging that we are situated on Traditional Territories and Treaty Lands, in particular those of the Chippewas of Saugeen Ojibway Territory known as the Saugeen Ojibway Nation.

As shared stewards of Ontario's land and water resources – along with the First Nations community – Saugeen Valley Conservation Authority appreciates and respects the history and diversity of the land and its peoples and is grateful to have the opportunity to meet in this territory.

2. Adoption of Agenda

Motion #G22-42

Moved by Diana Rae

Seconded by Bill Stewart

THAT the agenda be adopted as circulated.

CARRIED

3. Declaration of Pecuniary Interest

No persons declared a pecuniary interest relative to any item on the agenda.

4. Approval of Authority Annual Meeting Minutes –March 17, 2022

Motion #G22-43

Moved by Paul Allen

Seconded by Barbara Dobreen

THAT the minutes of the Authority meeting held on March 17, 2022, be approved as circulated.

CARRIED

5. New Staff Introductions

The following new staff were introduced:

- a. Elise MacLeod, Manager, Water Resources
- b. Jeremy Harbinson – Water Resources Technician
- c. Nicole Gibson – Water Resources Technician
- d. Jody Duncan – Water Resources Technician
- e. Jilliana Wiersma, Lands Technician
- f. Stacey Van Opstal, Flood Forecasting and Warning Coordinator
- g. Ashley Richards, Communications Coordinator

6. Matters Arising from the Minutes

- a. Procurement policy

Laura Molson discussed the proposed updated Procurement policy. She clarified that items that are unbudgeted would continue to be brought to the Board for approval prior to requesting proposals (RFPs). After discussion the following motion carried:

Motion #G22-44

Moved by Dave Myette

Seconded by Paul Allen

THAT the Purchasing policy of Saugeen Valley Conservation Authority, dated May 2022, be approved as submitted.

CARRIED

- b. Hybrid Meetings

Janice Hagan presented her investigation into hybrid meeting options. Due to the high cost, the Directors resolved to continue conducting meetings remotely via Zoom and options will be reviewed at the end of the term in October 2022.

Motion #G22-45

Moved by Steve McCabe

Seconded by Cheryl Grace

THAT the Hybrid Meeting report be received for information.

CARRIED

Mark Davis arrived at 1:44 p.m.

7. General Manager’s Update

Jennifer Stephens reviewed the General Manager’s report. She included a verbal update of the Cedar Crescent Village file and noted that the Executive Committee directed staff to reach out to a 3rd party Technical Expert to review the Dynamic Beach Hazard Assessment provided by the Town of Saugeen Shores. The review has been completed by a coastal expert and submitted to the Town.

After discussion, the following motion was carried:

Motion #G22-46

Moved by Dan Gieruszak

Seconded by Bill Stewart

BE IT RESOLVED THAT the General Manager/Secretary-Treasurer’s report be received as information.

CARRIED

8. Consent Agenda

Bill Stewart requested Item 8g, Correspondence be removed from the Consent agenda for discussion.

Motion #G22-47

Moved by Bill Stewart

Seconded by Diana Rae

THAT Item 8g, Correspondence, be removed from the Consent agenda for discussion.

CARRIED

Bill Stewart requested further information concerning correspondence from Bill Walker, MPP, Bruce-Grey-Owen Sound in response to a request from Developer Jayson Long, Saugeen Cedar Heights West Subdivision permit. Jennifer explained that staff have since met with the Developer and has alleviated his concerns. Staffing changes that may have contributed to the delays have been addressed.

Motion #G22-48

Moved by Tom Hutchinson

Seconded by Diana Rae

THAT the reports, Minutes, and information contained in the Consent Agenda, [Items 8a-f, h], along with their respective recommended motions be accepted as presented.

CARRIED

9. New Business

a. 2022 Workplan

Jennifer Stephens presented the 2022 Workplan and noted that the Strategic Plan is a foremost priority. Status updates will be provided at each Board meeting. There was no discussion.

Motion #G22-49

Moved by Cheryl Grace

Seconded by Steve McCabe

THAT the 2022 Workplan for priority activities to be carried out using funds approved through the 2022 budget be approved.

CARRIED

b. Award of Tender – User Fee Review

Laura Molson discussed the User Fee Review Request for Proposal (RFP). One bid was received from Watson and Associates Economists Ltd. along with references.

Motion #G22-50

Moved by Dan Gieruszak

Seconded by Bill Stewart

THAT Watson & Associates Economists Ltd. Be engaged to perform a User Fee Review at a cost of \$29,100 plus HST, with funds to be drawn from the Working Capital Reserve.

CARRIED

Sue Paterson left the meeting at 2:21 p.m.

Christine Robinson arrived at 2:30 p.m.

c. SVCA Flood and Erosion Control Projects – Request for Proposal (RFP)

Elise MacLeod presented the Flood and Erosion Control report and the recommendation that external support be obtained for the 2022 annual inspection of all SVCA Flood and Erosion Control projects. It is the intention that this is a one-time investment to aid with obtaining a baseline for future inspections conducted by staff.

Motion #G22-51

Moved by Dan Gieruszak

Seconded by Bill Stewart

THAT staff be directed to prepare a Request for Proposal for external support to complete a 2022 inspection of all SVCA Flood and Erosion Control projects;

AND FURTHER THAT these funds be drawn from the Working Capital Reserve.

CARRIED

d. Purchase of Additional Fleet Vehicles

Donna Lacey discussed the report requesting the Authority purchase two new cars rather than the one truck that had been included in the 2022 budget at an additional cost of \$15,000.

Motion #G22-52

Moved by Dan Gieruszak

Seconded by Diana Rae

THAT staff be authorized to proceed with the purchase of two new cars, following the receipt of competitive quotes, in accordance with the Authority's Purchasing Policy, in an amount not to exceed \$55,000;

AND FURTHER THAT the up to \$15,000 not included in the 2022 budget be drawn from the Motor Pool Reserve.

CARRIED

e. Connectivity in the Durham Campground

Donna Lacey reviewed the submitted report and noted that seasonal campers at Durham expect better internet connectivity. The establishment of a hub and installation of fibre receptacles for campers to connect would provide a solution. Campers would arrange for their own connection directly with the provider. The Directors thanked staff for the initiative in keeping the campgrounds modernized and competitive since broadband is a high priority for campers.

Motion #G22-53

Moved by Christine Robinson

Seconded by Tom Hutchinson

THAT staff be authorized to permit EH!tel to install a WI-FI hub in the seasonal campground section of the Durham campground, as well as the installation of fibre internet receptacles at each of the serviced seasonal campground sites;

AND FURTHER THAT the funds, not to exceed \$15,000 be taken from the campground reserves.

CARRIED

10. Closed Session – To discuss personal matters relating to an identifiable individual.

Motion #G22-54

Moved by Steve McCabe

Seconded by Bill Stewart

THAT the Authority move to Closed Session, In-Camera, to discuss matters relating to an identifiable individual; and further

THAT Jennifer Stephens, Laura Molson, and Janice Hagan remain in the meeting.

CARRIED

Motion #G22-59

Moved by Dave Myette

Seconded by Dan Gieruszak

THAT the Authority adjourn from Closed Session, In-Camera, and rise and report.

CARRIED

Chair Couture reported that there was direction given during the Closed Session.

There being no further business, the meeting adjourned at 3:23 p.m. on motion of Don Murray and Christine Robinson.

Maureen Couture
Chair

Janice Hagan
Recording Secretary

Members Meeting #5-22

May 18, 2022

Members Present: Dave Turton, Roger Watt, Alison Lobb, Megan Gibson, Cheryl Matheson, Ed McGugan, Alvin McLellan, Kevin Freiburger, Matt Duncan, Anita van Hittersum, John Grace

Staff Present: Phil Beard, General Manager-Secretary-Treasurer
Jayne Thompson, Communications IT and GIS Coordinator
Stewart Lockie, Conservation Areas Coordinator

1. Call to Order

Chair Duncan welcomed everyone, called the meeting to order at 7:00 pm.

2. Declaration of Pecuniary Interest

There were no pecuniary interests.

3. Minutes

The minutes from the Maitland Valley Conservation Authority (MVCA) General Membership Meeting #4-2022 held on April 20, 2022 have been circulated for information and approval. The Members agreed with the minutes and the following motion was made.

Motion FA #51-22

Moved by: Alison Lobb

Seconded by: Megan Gibson

THAT the minutes from the General Membership meeting #4-2022 held on April 20, 2022 be approved.
(carried)

4. Business out of the Minutes:

a) Municipal Response to Draft MOU for Services and Programs: Report #30-2022

Report #30-2022 was presented and the following motion was made:

Motion FA #52-22**Moved by: Alison Lobb****Seconded by: Dave Turton**

THAT MVCA focus on developing one MOU for services and programs with all member municipalities.

(carried)

5. Phase 2 Regulations – CA Act: Report #31-2022:**Motion FA #53-22****Moved by: Ed McGugan****Seconded by: Dave Turton**

That Report #31 be received for information.

(carried)

6. Business Requiring Decision and or Direction:

a) Awarding of Contract for New Storage Building: Report #32-2022

Stewart Lockie presented Report #32-2022 and the following motion was made:

Motion FA #54-22**Moved by: Dave Turton****Seconded by: Roger Watt**

THAT the Members approve the tender price of \$194,700.00 submitted by Domm Construction Ltd. for the design and build services for a 40 x 60 general purpose storage shed.

(carried)

b) Proposed Schedule for Members Tours & Information Sessions: Report #33-2022

Phil Beard presented Report #33-2022 and the following motion was made:

Motion FA #55-22**Moved by: Alvin McLellan****Seconded by: Kevin Freiburger**

THAT the proposed schedule for tours and information sessions as outlined in Report #33-2022 be approved as amended.

(carried)

7. Chair and Members Report:

The Chair reported that he had sent a letter to candidates running for election in the Provincial election in the ridings of Huron Bruce and Perth Wellington. To date responses have been received from three candidates.

8. Consent Agenda:

The following items were circulated to the Members for their information:

- a) Revenue-Expenditure Report for March 2022: Report #34-2022
- b) Agreements signed: Report #35-2022

The following motion was made:

Motion FA #56-22

Moved by: Megan Gibson

Seconded by: Alison Lobb

THAT Report #34-2022 and #35-2022 along with their respective recommended motions be approved.
(carried)

8. In-Camera Session: Legal Matter & Property Matter

Motion FA #57-22

Moved by: Dave Turton

Seconded by: Ed McGugan

THAT the members move into and In-Camera Session.
(carried)

Motion FA #58-22

Moved by: Alvin McLellan

Seconded by: Alison Lobb

THAT the members move back into the full authority meeting.
(carried)

9. Adjournment - Next Meeting Date, Wednesday, June 15, 2022, at 7:00pm.

10. Adjournment of Members Meeting.

The members meeting adjourned at 7:45pm with the following motion:

Motion FA #59-22

Moved by: Ed McGugan

Seconded by: Roger Watt

THAT the members meeting be adjourned.
(carried)



Matt Duncan
Chair



Phil Beard
General Manager
Secretary-Treasurer

Members Meeting #6-22

June 15, 2022

Members Present: Roger Watt, Alison Lobb, Megan Gibson, Cheryl Matheson, Ed McGugan, Alvin McLellan, Kevin Freiburger, Matt Duncan, Anita van Hittersum

Members Absent: John Grace, Dave Turton

Staff Present: Phil Beard, General Manager-Secretary-Treasurer
Jayne Thompson, Communications IT and GIS Coordinator
Patrick Huber-Kidby, Supervisor of Planning & Regulations
Erin Gouthro, Watershed Ecologist

Others Present: Cory Bilyea, Reporter, Wingham Advance Times

1. Call to Order:

Chair Duncan welcomed everyone and called the meeting to order at 7:02 pm.

2. Declaration of Pecuniary Interest:

There were no pecuniary interests.

3. Minutes:

The minutes from the Maitland Valley Conservation Authority (MVCA) General Membership Meeting #5-2022 held on May 18, 2022 have been circulated for information and approval. The Members agreed with the minutes and the following motion was made.

Motion FA #60-22

Moved by: Alvin McLellan

Seconded by: Roger Watt

THAT the minutes from the General Membership meeting #5-2022 held on May 18, 2022 be approved.
(carried)

4. Business out of the Minutes:

- a) Municipal Support for Draft MOU for Services and Programs: Report #36-2022

Report #36-2022 was presented and the following motion was made:

Motion FA #61-22

Moved by: Roger Watt

Seconded by: Kevin Freiburger

THAT MVCA not amend its inventory of Services and Programs to include the additional services recommended by the Municipality of West Perth.
(carried)

Motion FA #62-22

Moved by: Alvin McLellan

Seconded by: Ed McGugan

THAT Schedule A be amended to clarify that the Coordination of planting projects and the purchase of trees and shrubs in bulk is funded through user fees.
(carried)

Motion FA #63-22

Moved by: Alison Lobb

Seconded by: Roger Watt

THAT MVCA proceed with circulating the final MOU with those municipalities who have passed motions supporting the draft MOU for services and programs.
(carried)

5. Presentation:

- a) Forest Health Presentation: Erin Gouthro, Watershed Ecologist
b) Work Plan Highlights: Jayne Thompson, Communications-GIS-IT Coordinator

6. Business Requiring Decision and or Direction:

- a) Government Relations Strategy for 2022: Report #37-2022

Phil Beard presented Report #37-2022 and the following motion was made:

Motion FA #64-22

Moved by: Megan Gibson

Seconded by: Anita van Hittersum

THAT the Chair and Vice Chairs arrange to meet with the MPP for Huron Bruce and the MPP for Perth Wellington.

(carried)

- b) Little Lakes Aggregate Application: Report #38-2022

Patrick Huber-Kidby, Supervisor of Planning & Regulations presented Report #38-2022 to the members for their information and no motion was needed at the time.

7. Chair and Members Report:

There were no reports at this time.

8. Consent Agenda:

The following items were circulated to the Members for their information:

- a) Revenue-Expenditure Report for May 2022: Report #39-2022
- b) Work Plan and Budget Update: Report #40-2022
- c) Correspondence for Information: CFI Tour & Planting Day Story

The following motion was made:

Motion FA #65-22

Moved by: Alison Lobb

Seconded by: Anita van Hittersum

THAT Report #39-2022 and #40-2022 along with their respective recommended motions be approved.

(carried)

9. Adjournment - Next Meeting Date, Wednesday, July 20, 2022, at 7:00pm.

10. Adjournment of Members Meeting:

The members meeting adjourned at 8:13pm with the following motion:

Motion FA #66-22

Moved by: Megan Gibson

Seconded by: Alison Lobb

THAT the members meeting be adjourned.
(carried)



Matt Duncan
Chair



Phil Beard
General Manager
Secretary-Treasurer



*Preserving, promoting, and developing
Wellington North's unique cultural
resources to build a vibrant community
and a prosperous economy.*

**WELLINGTON NORTH CULTURAL ROUNDTABLE COMMITTEE MINUTES
THURSDAY AUGUST 18th AT 12:00 PM Council Chambers, Kenilworth Office**

MEMBERS PRESENT:

Chair Jim Taylor Linda Hruska

Doris Cassan Bonny McDougall
Faye Craig Penny Renken
Sue Doherty Gerald Townsend
Harry Engel Councillor Lisa Hern

Staff Present:

Dale Small, Economic Development Officer (EDO)
Tasha Grafos, Special Projects Coordinator
Logan McNabb, Marketing Promotions Assistant

Guests Present:

Crystal Seifried

MEMBERS ABSENT:

Jess Pfisterer Gail Donald

CALLING TO ORDER

Lunch was provided and prior to calling the meeting to order Dale thanked Summer Student Logan for all his help this summer. August 18th is Logan's last day of work.

Dale also thanked Pastor Harry for his nine years as Market Manager for the WN Farmers Market. Harry and Elizabeth are leaving for a nine-month mission to Rwanda and Dale will take over as Market Manager for the remainder of this year. EDO Dale expressed how appreciative the Township is to have Pastor Harry and the Victory Church as partners in the Farmers' Market.

Chair Jim called meeting to order at 12:05 PM

Announcements:

Member Gail Donald has submitted her resignation from the Committee.

Member Jess Pfisterer is taking a step back for the remainder of this year to focus on her family and pregnancy however intends to rejoin early next year.

At the end of this year, Chair Jim also plans to resign as Chair, after 9 years.

Chair Jim questioned whether the committee would elect a new chair or if council would appoint them. EDO Dale answered that the terms of reference for the Township has the Committee selecting the chair, this can be done near the end of the year.

ADOPTION OF THE AGENDA

RESOLUTION: **CRT2022-012**

Moved: Member Doris

Seconded: Member Bonny

THAT the agenda for the August 18th, 2022, Cultural Roundtable Committee meeting be accepted and passed.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST

None

MINUTES OF PREVIOUS MEETING – June 17, 2022,

Accepted by Council on July 11th, 2022

ITEMS FOR DISCUSSION

1. Cultural Moment

June Cultural Moment was the Arthur Barn Quilt Trail Project and July was the Fireworks Festival. The Poppy Project Cultural Moment will be a part of the August 29th meeting AND FOR Sept 13th a cultural moment on H. Gordon Green has been submitted by Chair Jim. Copies were provided to the committee for review and discussion.

We are still looking for October, November, and December submissions.

2. Wellington North Culture Days

Planning is well underway for the following events, and all have been added to <https://culturedays.ca/en/on> Logan has assembled a Rack Card to provide a quick overview of events. Website as well at <https://www.simplyexplore.ca/wellington-north-culture-days.html>

- a) ***Volunteer & Newcomer Celebration***: Friday Sept 23rd MF Sports Complex, 11:00am – 1:00pm A public drop in catered event to thank all our volunteers in WN and to recognize and welcome the many newcomers to our community. This celebration is also part of the Guelph Wellington Local Immigration Partnerships Welcoming Week. Welcoming week is an annual opportunity that brings new and long-time residents together to build stronger ties. It affirms the importance of welcoming and inclusive places in achieving collective prosperity. The Volunteer & Newcomer Celebration is acting as our kick-off to Culture Day events. If you know any new members to the community or volunteers, please extend the invitation. We are asking that everyone register for the event, as it is a catered event.

EDO Dale will send a request to local Real Estate Agents to provide lists of recent buyers/renters that have relocated to Wellington North for possible invitation to the Volunteer & Newcomer Celebration.

- b) ***Metz Pumpkinfest***. Bring your pumpkin and join us on Saturday, Sept 24th in Metz, from 3:30-8:00) Weigh-in of the pumpkins and zucchini will begin at 4:30. Children's activities, bouncy castle, lawn tractor train rides and pumpkin carving. Bring your small pumpkins to shoot out of our pumpkin cannon! Hot Dogs, Hamburgers and drinks are

- provided. Enjoy the music of our local band as you sit and enjoy a trip to the country. Lots of family fun and if you do not have a pumpkin, we will have some available.
- c) **Four Corners Quilters' Guild** will participate in Culture Days on Saturday, Sept 24 in the MF Sports Complex from 9:00am – 3:00pm. The Guild plan to have up to a dozen members there working on their own projects and will be available for demonstrations and interaction with visitors. The Guild will also have many of their finished projects on display and will have some general information about the guild available as well.
 - d) Culture Days at the **WN Farmers Market** Saturday September 24th is closing day at our farmers market and to celebrate culture days we will be hosting a variety of events, children's games, live music, and entertainment. Come join us between 8:30 - noon. Our vendors will also be offering various products and pricing.
 - e) **Mount Forest Cemetery Tours** by Morgan Saturday Oct 1st & Oct 8th, 1:00- 2:00pm and 3:00 – 4:00pm) Take a tour of the Mount Forest Cemetery and learn all the history from our local historian Morgan. These tours sold out in 2021 so book your spot early!! The tour has changed from last year, it is a quite different tour this year.
 - f) **Wellington County Library** Arthur & Mount Forest Locations October 10th – 15th Make your own literary art, enjoy our beautiful libraries, and explore our extensive collection of books, movies, music and more.
 - g) **Arthur Historical Society** during Culture Days will open Saturday's from 10:00am - 3:00pm. Features exhibits of World War I and II and the history of "Canadas Most Patriotic Village. Also, an agricultural room, volumes of local Township and County history, village and rural structures, sports teams and more
 - h) **Arthur Downtown Murals** Known as "Canada's Most Patriotic Village" visit the beautiful community of Arthur and while here take a self-guided tour of the many murals in our downtown: The Pioneer Mural at the south end commemorates the arrival of early European Settlers in the area and is painted on the wall of the former County Registry Office. The Jones Baseline Mural located at the corner of Charles and George depicts the baseline established by surveyor Augustus Jones in 1792. The Canada's Most Patriotic Village Mural is located at the north end of Arthur and across the road from the Freedom Is not Free mural at the Arthur Cenotaph
 - i) **Arthur Barn Quilt Trail** is a self-guided tour of over sixty local Barn Quilts all privately created and owned. These quilts were completed as part of Arthur's 150th Anniversary of incorporation in 2022. Enjoy the journey finding and viewing them. New Quilts are being added all the time and to see the most up to date map please go to the Wellington County Barn Quilt Trail Association on facebook @wcbgta

3. Cultural Plan Goals & Actions

See Attached pages 5 – 8 of these minutes

4. Four Corners Quilt Guild Cultural Grant Application

Member Linda provided a brief history of the group and discussed the impact of the pandemic on the guild. The group has a new president, and the guild is currently seeking new members and leadership potential.

This application is to start some active recruiting and raise awareness of the group; print advertising, pop-up tripods to display quilts for public appearances, zoom account to have meetings accessible to all, special guest speakers, and registration fees for events.

Member Penny moved that we accept the proposal as is and approve. Member Faye seconded this motion. The committee voted unanimously to approve the grant application in the amount of \$800.00

ROUNDTABLE ANNOUNCEMENTS

There will be no meeting in September however everyone was encouraged to register and attend the Volunteer & Newcomer celebration. The next meeting date is set as Thursday October 27th, 2022, in Kenilworth.

Member Bonny is still busy with the Poppy Project. Chair Jim asked about the metal poppy installations in Arthur, these were done by Inspired Iron out of Amaranth.

The crocheted poppies will be taken down before the weather turns. Some may be re-useable. Bonny will store the poppies over the winter.

The Arthur Agricultural Society is moving forward with the Fall Fair.

Member Faye has asked for an update on the old Petro corner in Arthur. EDO Dale said this property is still owned by Petro Canada and they are working with local conservation authorities before continuing construction of this property.

The Mount Forest Fall Fair takes place this weekend.

The importance of networking was discussed amongst the committee. Through the Farmers' Market, both the Quilters' Guild and Hospital Auxiliary were able to assist each other with potential new members.

ADJOURNMENT

Resolution: **CRT2022-013**

Moved: Member Linda

Seconded: Member Sue

THAT the Cultural Roundtable Committee meeting be adjourned at 1:33 PM

CARRIED

Goal 1: Broaden Municipal Roles and Partnerships

#	Action	Top 4 Ranking
1	Develop a communications strategy to raise awareness Cultural Plan. Promote the Plan across all Township departments, the County's Economic Development Office, and the municipal website.	Yes (2)
2	Review the mandate of the Cultural Roundtable to increase representation across a broader cross-section of skills, demographics, and ethnicities. Solicit representation from the Youth Action Council and local artists and artisans, entrepreneurs, relevant volunteer organizations for the continuous exchange of ideas and support the active engagement of the larger community. In addition to the Economic Development Officer, ensure the Director of Recreation, Parks, and Facilities is a member of the Cultural Roundtable to strengthen linkages between cultural and recreational opportunities.	Yes (1)
3	<p>Investigate the creation of a Wellington North Municipal Heritage Committee.</p> <hr style="border-top: 1px dashed black;"/> <p>August 18 UPDATE:</p> <p>Chair Jim spoke of the Municipal Heritage Committee that he hopes to have in place in Wellington North. The committee will continue to develop the inventory of historical buildings, Logan was able to add quite a few to the list over the summer.</p> <p>Member Penny would also like to see a heritage committee formed to ensure the longevity of some residential buildings that would be considered historical buildings.</p>	Yes (3)
6	Continue to work with regional partners to leverage the Invest Well CIP to promote on-farm diversified or agriculture-related uses, short-term accommodation options, and tourism assets. Consider expanding Saugeen Connects partnerships to promote and expand cultural planning throughout Northern Wellington & Southern Grey County. Taste Real Local Food Programme , Taste Real Spring Rural Romp and new RTO4 to examine tourism product offerings and experiences linking cultural, culinary & Agri-tourism assets/events	Yes (4)

Goal 2: Leverage Cultural Resources to Grow and Diversify the Economy

#	Action	Top 4 Ranking
1	<p>Work with the Cultural Roundtable to continually review and update the Cultural Asset Inventory and the simplyexploreculture.ca site.</p> <p>August 18 UPDATE: Logan has cleaned up the Simply Explore website, there is limited capability in changing the look of the website, however Logan has updated the information. New content can now be added.</p> <p>Logan told the group that if there are design updates to the website desired, please provide examples to the website builder, OSIM.</p> <p>The committee agreed that the types of “businesses” in the directory on the website should be limited to cultural groups.</p>	Yes (1)
4	<p>Work with the County of Wellington to promote the Tourism Adaptation and Recovery Programme to help small and medium-sized enterprises (SMEs’) and not-for-profits (NFPs’) in the arts, culture, and tourism sector by supporting one-time adaptation and re-opening costs incurred to continue operating post-COVID-19.</p>	Yes (3)
6	<p>Work with the Arthur & Mount Forest Chamber of Commerce to hold regular information networking sessions to support and grow creative cultural businesses and local artists and artisans.</p> <p>August 18 UPDATE: Member Faye will approach the Arthur Chamber of Commerce and Crystal will approach the Mount Forest Chamber of Commerce about holding networking sessions with local creative cultural businesses.</p>	Yes (4)
7	<p>Update economic development marketing materials to highlight the growth of the creative cultural economy. Currently, Wellington North showcases culture at every council meeting through our Cultural Moment, which is then shared on YouTube, social media and in the papers.</p> <ul style="list-style-type: none"> ▪ Build a narrative around the importance of arts and culture as a driver of innovation for a rural economy ▪ Showcase local entrepreneurs and business owners on the municipal website 	Yes (2)

Goal 3: Build a Shared Identity and Increase Collaboration

#	Action	Top 4 Ranking
1	<p>Develop a social media strategy (building out the Cultural Moment, Simply Explore Culture site and cultural map) to support ongoing cultural development and create a community identity.</p> <hr/> <p>August 18 UPDATE:</p> <p>Identify who is managing this now (there is currently no social media for Cultural Roundtable), create links to Culture Days participants, create links to existing Cultural Moments, encourage broader public distribution of Cultural Moments.</p> <p>Cultural Roundtable could have a social media presence by creating their own profiles that are managed by a member or members of the group.</p>	Yes (2)
2	<p>In partnership with the Wellington Signage Plan Project, continue to improve local arts and festivals signage and signage along trails, the downtown, historical sites, and community destinations.</p> <hr/> <p>August 18 UPDATE:</p> <p>The Committee should acquire photos of current township signage.</p>	Yes (4)
3	<p>Continue to promote Culture Days to highlight, profile and engage a range of arts and culture facilities and programs, heritage sites and creative and tourism businesses.</p> <hr/> <p>August 18 UPDATE:</p> <p>Culture Days 2022 Sept 23 to Oct 16 https://culturedays.ca/en/on Stay apprised of registered participants; encourage broader participation as appropriate. Encourage Mennonite participation. Committee to suggest additional participants, including possible local wine/beer/spirits</p>	Yes (1)
9	<p>Develop a festival and events strategy to support the sustainability/feasibility of current events and explore opportunities for multi-generational programming and new festivals that align with resident demands (e.g., Mount Forest Fireworks Festival, beer/wine festival).</p> <hr/> <p>August 18 UPDATE:</p> <p>The committee should develop comprehensive list of existing events and identify geographical, cultural, or demographic gaps.</p>	Yes (3)

#	Action	Top 4 Ranking
	<p>Consider expansion of Arthur’s Barn Quilt Trail into Mount Forest and connect with Wellington County. Member Linda will present this idea to the Mount Forest Quilters’ Guild in September.</p> <p>The committee also identified several existing organizations offering targeting programming/events to specific demographic groups. This relates to the remaining Action points under Goal 3 (combined).</p> <p>Seniors: The Senior Centre for Excellence (SCE), operating out of Mapleton (Drayton) offers dining programs, speakers, etc. There may be partnership opportunities for programming and funding. https://mapleton.ca/living-here/senior-services/seniors-centre-for-excellence</p> <p>Youth: New Growth Family Centre (Mount Forest) http://newgrowthfamilycentre.com/index.html</p> <p>Autumn Leaves Studio Tour (September 30 – October 2, 2022) https://www.alst.ca/ Does not appear to include anything in Wellington County this year. Could Wellington North artists/artisans be encouraged to participate next year?</p> <p>The Raw Carrot (Mount Forest) https://therawcarrot.com</p>	

Goal 4: Increase the Vibrancy and Aesthetic Appeal of Downtowns

#	Action	Top 4 Ranking
1	<p>As per the County of Wellington Official Plan, ensure that the downtown areas are a strong focus for business, administrative, and cultural activities and remain the primary gathering place combining commerce and social functions.</p> <hr/> <p>August 18 UPDATE:</p> <p>Chair Jim asked that the group think about ideas for downtown revitalization and cultural events and examine current policies.</p> <p>Chair Jim asked Member Faye to speak to the Arthur Chamber of Commerce</p>	Yes (2)
3	Organize summer activities such as musical performances and buskers etc., in suitable locations in the downtowns to animate street life.	Yes (3)
6	Install banners and plaques that illustrate and highlight Wellington North’s rich heritage and stories in key locations, including the entrance to the downtowns.	Yes (1)



Staff Report

To: Mayor and Members of Council Meeting of August 29, 2022
From: Tammy Pringle, Development Clerk
Subject: DC 2022-029, Consent Application B93-22 Pinestone Construction Inc.

RECOMMENDATION

THAT Council of the Township of Wellington North receive DC Report 2022-029 being a report on Consent Application (Severance) B93-22 known as Lot 72, Crown Survey in the Village of Arthur.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B93-22 as presented with the following conditions:

- **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;
- **THAT** the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication consistent with By-Law 011-22;
- **THAT** driveway access can be provided to the severed and retained lands to the satisfaction of the local municipality;
- **THAT** servicing is available for the severed and retained lands to the satisfaction of the local municipality;
- **THAT** the owner confirms the location and condition of the existing sanitary laterals to the property using CCTV;
- **THAT** zoning compliance be achieved to the satisfaction of the Township;

AND FURTHER THAT Council authorizes the Development Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

The subject property is located in the South West quadrant of the Village and is geographically located between 183 and 277 Francis Street West.

Proposed severance is 324 square metres with 8m fr (Severed 1 on sketch) vacant land for proposed urban residential use for proposed semi-detached dwelling.

Retained parcel is 412 square metres with 8.2m frontage, vacant land for proposed urban residential use for proposed semi-detached dwelling.

FINANCIAL CONSIDERATIONS

The municipality will realize \$130.00 in clearance fees and parkland dedication consistent with By-law No. 011-22.

ATTACHMENTS

- APPENDIX A:
 - Severance Sketch No. 31362-22 prepared by Jeffrey Buisman at Van Harten Surveying Inc., dated June 30, 2022.
- APPENDIX B:
 - Aerial View of Subject Lands
- APPENDIX C:
 - Matthieu Daoust, Senior Planner
Planning and Development Department, County of Wellington: Report

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

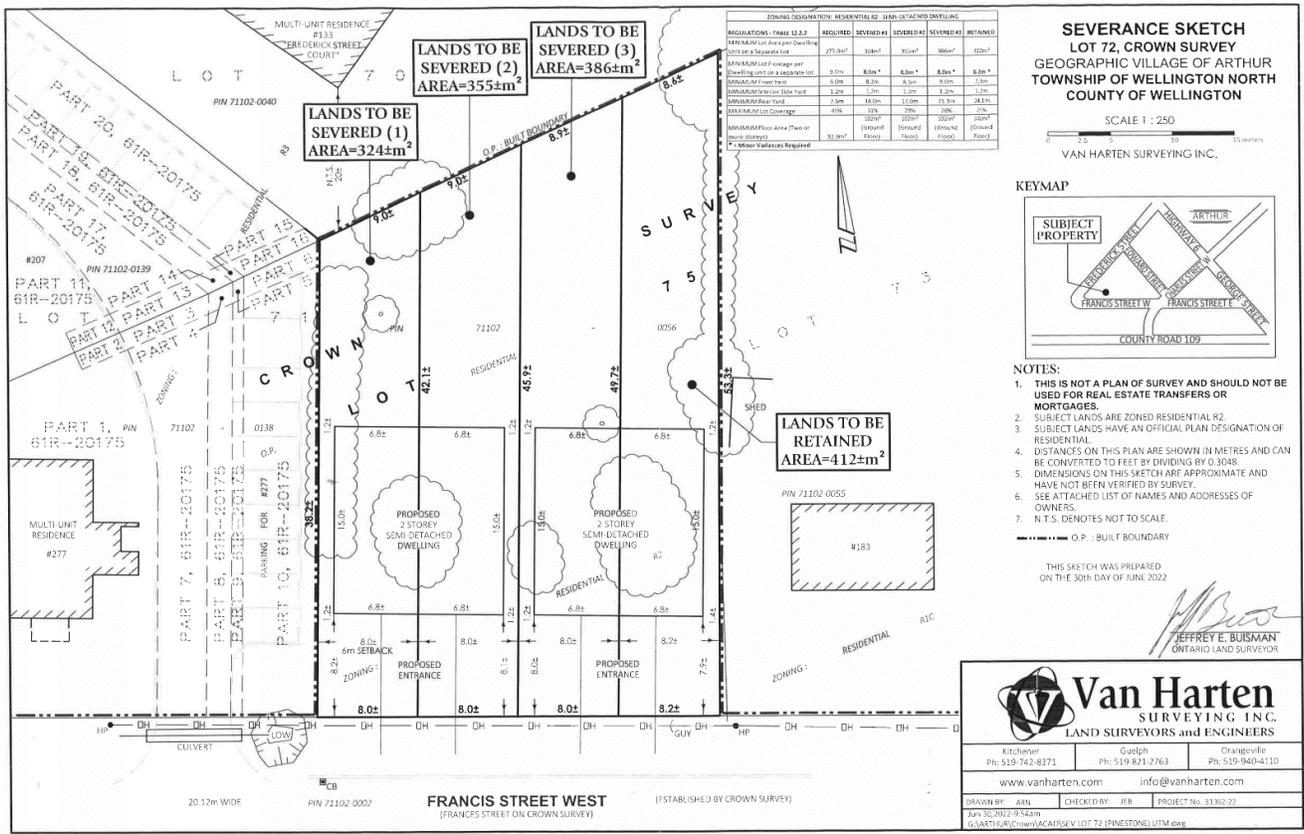
Yes
 No
 N/A

Which priority does this report support?

Modernization and Efficiency
 Partnerships
 Municipal Infrastructure
 Alignment and Integration

Prepared By:	Tammy Pringle, Development Clerk	<i>Tammy Pringle</i>
Recommended By:	Darren Jones, Interim Chief Administrative Officer	<i>Darren Jones</i>

APPENDIX A – Severance Sketch



APPENDIX B – Aerial View of Subject Lands



APPENDIX C – Planning Report



Planning and Development Department | County of Wellington
 County Administration Centre | 74 Woolwich Street | Guelph ON N1H 3T9
 T 519.837.2600 | F 519.823.1694

Application Location B93/22, B94/22 & B95/22
 Lot 72 N/S Francis ST
 TOWNSHIP OF WELLINGTON NORTH (Arthur)

Applicant/Owner Pinestone Construction Inc

PLANNING OPINION: These applications propose to sever three (3) vacant lots in the Urban Centre of Arthur for residential purposes:

Parcel ID	Lot Area	Frontage
Severed (Parcel 1)	324 m ² (3,487.5 ft ²)	8 m (26.2 ft)
Severed (Parcel 2)	355 m ² (3,821.2 ft ²)	8 m (26.2 ft)
Severed (Parcel 3)	386 m ² (4,154.8 ft ²)	8 m (26.2 ft)
Retained (Parcel 4)	412 m ² (4,434.7 ft ²)	8.2 m (26.9 ft)

This application is consistent with Provincial Policy and generally conforms to the County Official Plan. Planning staff recommends approved subject that the following can be addressed as conditions of approval:

- That driveway access can be provided to the severed and retained lands to the satisfaction of the local municipality;
- That servicing is available for the severed and retained lands to the satisfaction of the local municipality; and
- That zoning compliance be achieved to the satisfaction of the Township.

A PLACE TO GROW: No issues.

PROVINCIAL POLICY STATEMENT (PPS): No issues.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated RESIDENTIAL and located within the Urban Centre of Arthur. Urban Centres are expected to provide a full range of land uses opportunities, including residential uses of various types and densities.

Within the Residential designation, a variety of housing types shall be allowed. It is understood that the subject severances are for two semi-detached dwellings.

Section 10.6.2 states that new lots may be created in Urban Centres provided that the land will be appropriately zoned. The proposed severed lands are zoned Medium Density Residential (R2) Zone.

The matters under section 10.1.3 were also considered, including item b) “that all lots can be adequately serviced with water, sewage disposal...”, item d) “that all lots will have safe driveway access to an all-season maintained public road...”.

Section 10.1.2 identifies that plans of subdivisions will normally be required for four (4) or more lots; however, planning staff are of the opinion that the subject severance applications do not warrant a plan of subdivision.

WELL HEAD PROTECTION AREA: The subject property is not located in a WHPA.

LOCAL ZONING BY-LAW: The subject property is currently zoned Residential (R2) zone. The proposed severed lands are located within the R2 Zone, which permits a variety of dwelling types including single and semi-detached dwellings, three (3) and four (4) unit street townhouses etc.

The applicant is proposing to construct two semi-detached dwellings on the subject lands. The proposed severed and the retained parcels do not meet the minimum frontage requirements. A condition requiring zoning compliance has been recommended.

SITE VISIT INFORMATION: To date Planning Staff have not visited the subject lands.

A handwritten signature in black ink that reads "Matthieu Daoust". The signature is written in a cursive style with a large, stylized 'D'.

Matthieu Daoust, RPP MCIP
Senior Planner
August 17th, 2022



Staff Report

To: Mayor and Members of Council Meeting of August 29, 2022
From: Tammy Pringle, Development Clerk
Subject: DC 2022-030, Consent Application B94-22 Pinestone Construction Inc.

RECOMMENDATION

THAT Council of the Township of Wellington North receive DC Report 2022-030 being a report on Consent Application (Severance) B94-22 known as Lot 72, Crown Survey in the Village of Arthur.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B94-22 as presented with the following conditions:

- **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;
- **THAT** the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication consistent with By-Law 011-22;
- **THAT** driveway access can be provided to the severed and retained lands to the satisfaction of the local municipality;
- **THAT** servicing is available for the severed and retained lands to the satisfaction of the local municipality;
- **THAT** the owner confirms the location and condition of the existing sanitary laterals to the property using CCTV;
- **THAT** zoning compliance be achieved to the satisfaction of the Township;

AND FURTHER THAT Council authorizes the Development Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

The subject property is located in the South West quadrant of the Village and is geographically located between 183 and 277 Francis Street West.

Proposed severance is 355 square metres with 8m fr (Severed 2 on sketch) vacant land for proposed urban residential use for proposed semi-detached dwelling.

Retained parcel is 412 square metres with 8.2m frontage, vacant land for proposed urban residential use for proposed semi-detached dwelling.

FINANCIAL CONSIDERATIONS

The municipality will realize \$130.00 in clearance fees and parkland dedication consistent with By-law No. 011-22.

ATTACHMENTS

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- APPENDIX B:
 - Aerial View of Subject Lands
- APPENDIX C:
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Planning and Development Department, County of Wellington: Report

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Do the report's recommendations align with our Strategic Areas of Focus?

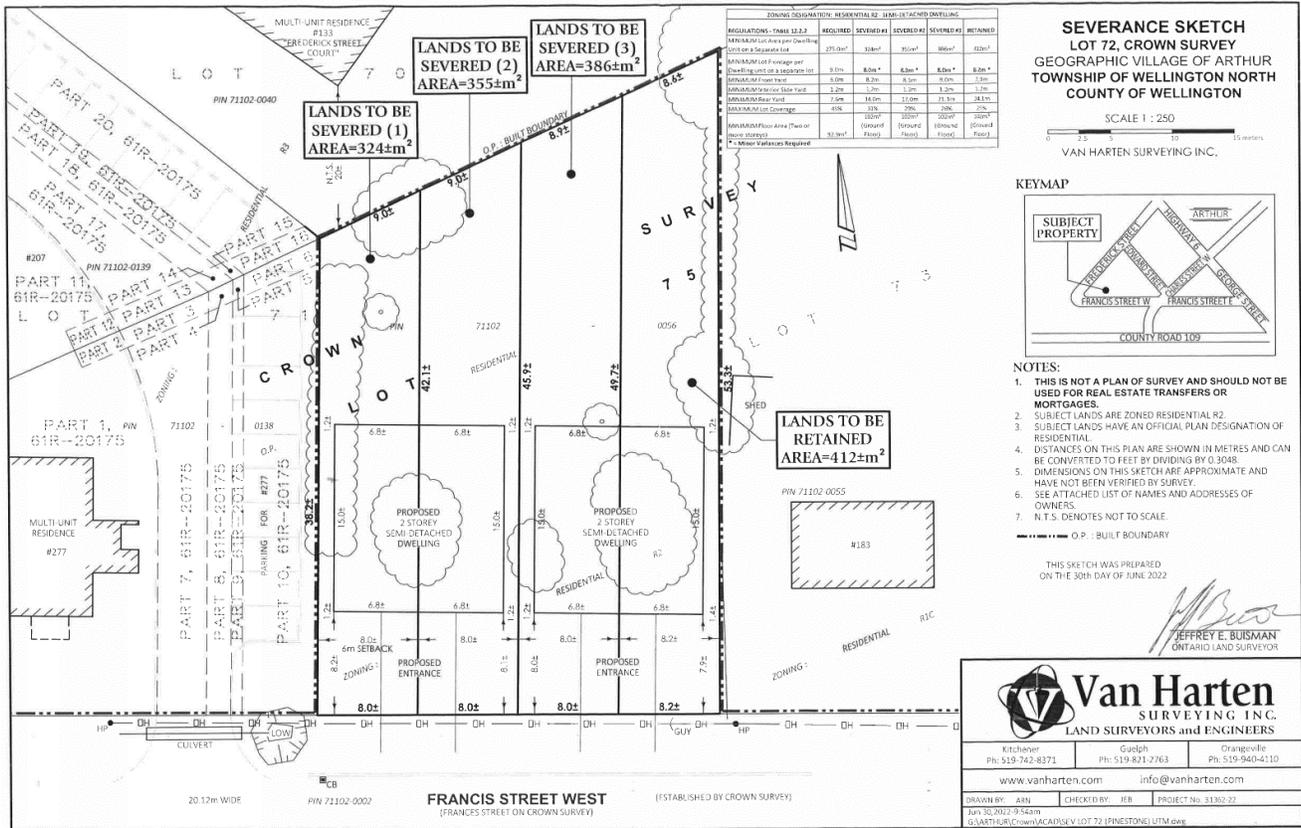
Yes
 No
 N/A

Which priority does this report support?

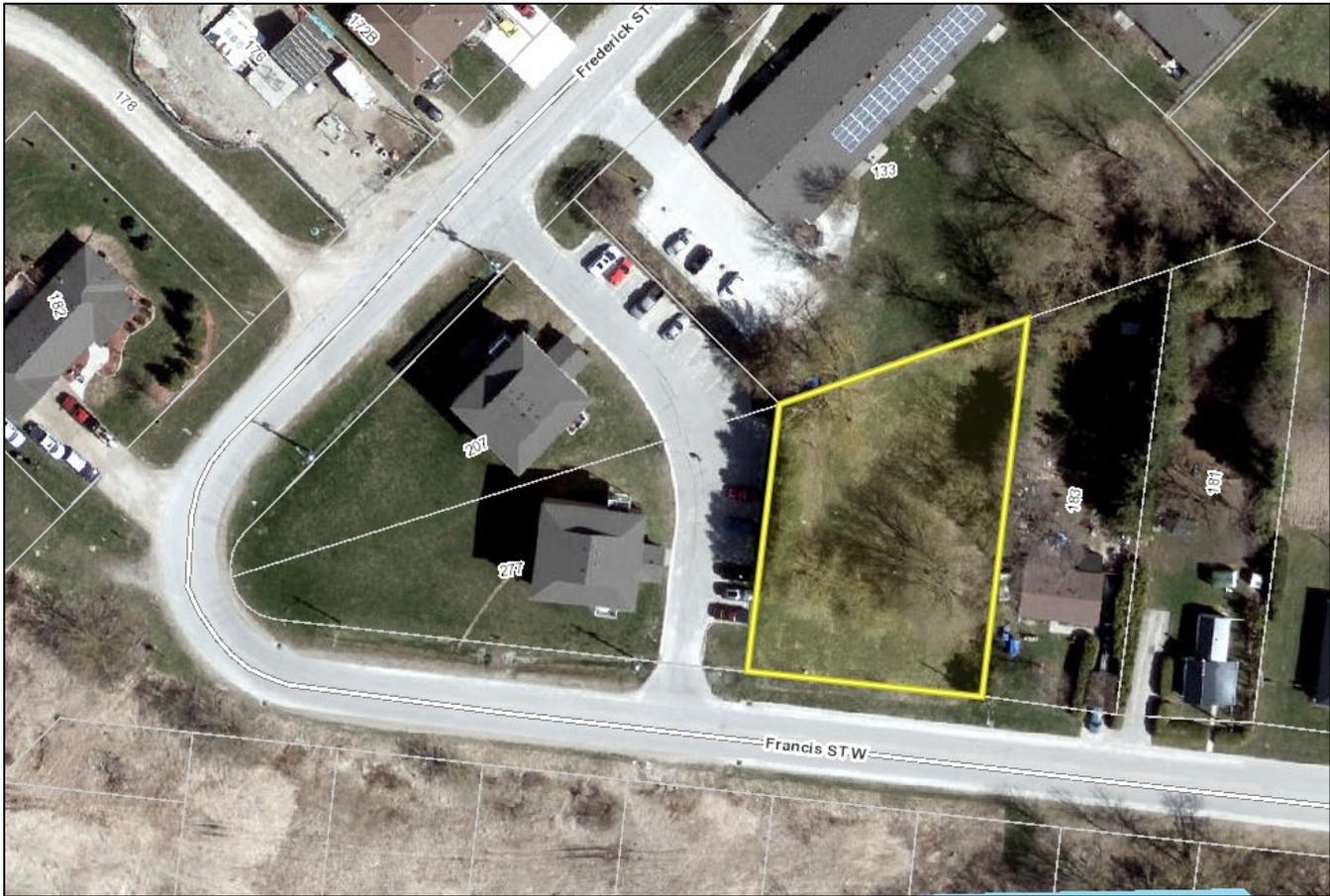
Modernization and Efficiency
 Partnerships
 Municipal Infrastructure
 Alignment and Integration

Prepared By:	Tammy Pringle, Development Clerk	<i>Tammy Pringle</i>
Recommended By:	Darren Jones, Interim Chief Administrative Officer	<i>Darren Jones</i>

APPENDIX A – Severance Sketch



APPENDIX B – Aerial View of Subject Lands



APPENDIX C – Planning Report



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Application Location B93/22, B94/22 & B95/22
 Lot 72 N/S Francis ST
 TOWNSHIP OF WELLINGTON NORTH (Arthur)

Applicant/Owner Pinestone Construction Inc

PLANNING OPINION: These applications propose to sever three (3) vacant lots in the Urban Centre of Arthur for residential purposes:

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- That servicing is available for the severed and retained lands to the satisfaction of the local municipality; and
- That zoning compliance be achieved to the satisfaction of the Township.

A PLACE TO GROW: No issues.

PROVINCIAL POLICY STATEMENT (PPS): No issues.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated RESIDENTIAL and located within the Urban Centre of Arthur. Urban Centres are expected to provide a full range of land uses opportunities, including residential uses of various types and densities.

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Matthieu Daoust, RPP MCIP
Senior Planner
August 17th, 2022



Staff Report

To: Mayor and Members of Council Meeting of August 29, 2022
From: Tammy Pringle, Development Clerk
Subject: DC 2022-031, Consent Application B95-22 Pinestone Construction Inc.

RECOMMENDATION

THAT Council of the Township of Wellington North receive DC Report 2022-031 being a report on Consent Application (Severance) B95-22 known as Lot 72, Crown Survey in the Village of Arthur.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B95-22 as presented with the following conditions:

- **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;
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AND FURTHER THAT Council authorizes the Development Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

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BACKGROUND

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FINANCIAL CONSIDERATIONS

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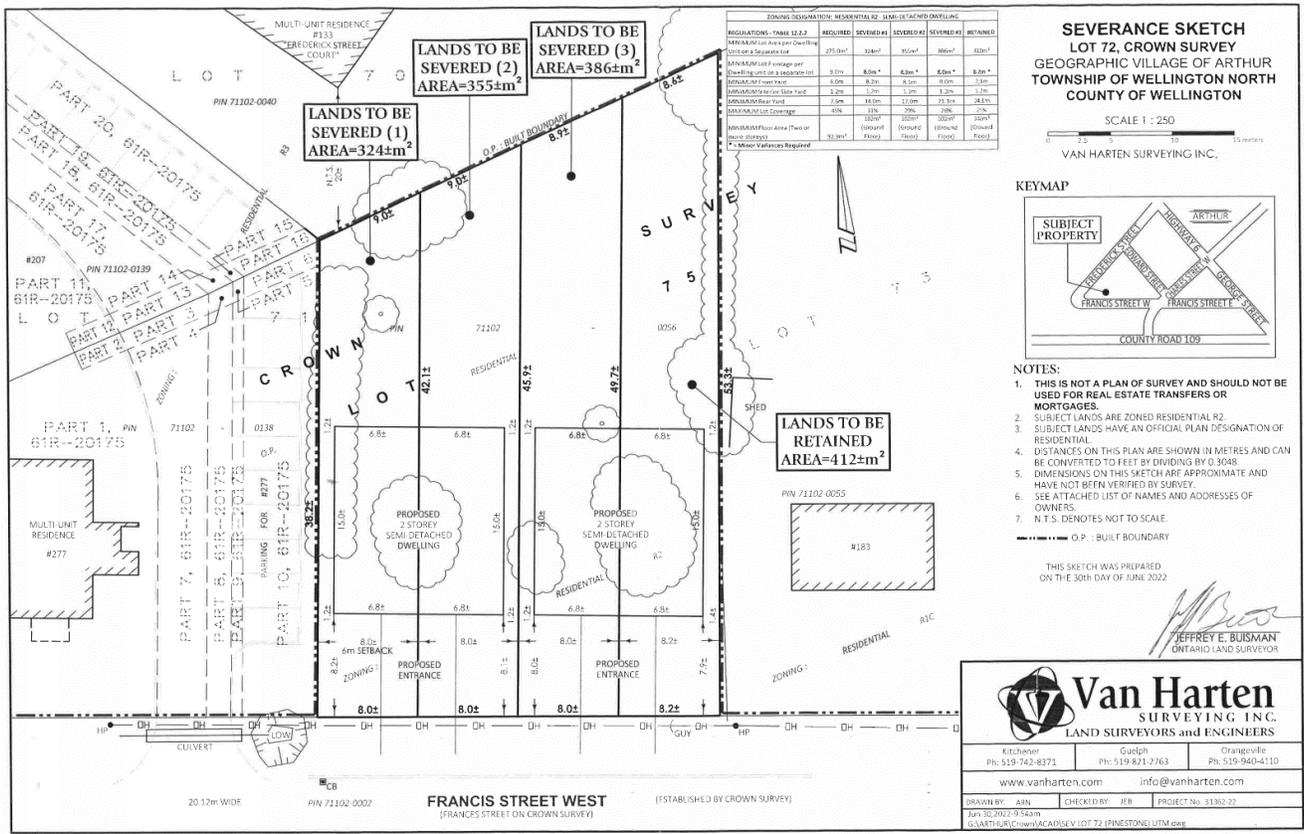
Yes
 No
 N/A

Which priority does this report support?

Modernization and Efficiency
 Partnerships
 Municipal Infrastructure
 Alignment and Integration

Prepared By:	Tammy Pringle, Development Clerk	<i>Tammy Pringle</i>
Recommended By:	Darren Jones, Interim Chief Administrative Officer	<i>Darren Jones</i>

APPENDIX A – Severance Sketch



APPENDIX B – Aerial View of Subject Lands



APPENDIX C – Planning Report



Planning and Development Department | County of Wellington
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Application Location	B93/22, B94/22 & B95/22 Lot 72 N/S Francis ST TOWNSHIP OF WELLINGTON NORTH (Arthur)
Applicant/Owner	Pinestone Construction Inc

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Severed (Parcel 3)	386 m ² (4,154.8 ft ²)	8 m (26.2 ft)
Retained (Parcel 4)	412 m ² (4,434.7 ft ²)	8.2 m (26.9 ft)

This application is consistent with Provincial Policy and generally conforms to the County Official Plan. Planning staff recommends approved subject that the following can be addressed as conditions of approval:

- That driveway access can be provided to the severed and retained lands to the satisfaction of the local municipality;
- That servicing is available for the severed and retained lands to the satisfaction of the local municipality; and
- That zoning compliance be achieved to the satisfaction of the Township.

A PLACE TO GROW: No issues.

PROVINCIAL POLICY STATEMENT (PPS): No issues.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated RESIDENTIAL and located within the Urban Centre of Arthur. Urban Centres are expected to provide a full range of land uses opportunities, including residential uses of various types and densities.

Within the Residential designation, a variety of housing types shall be allowed. It is understood that the subject severances are for two semi-detached dwellings.

Section 10.6.2 states that new lots may be created in Urban Centres provided that the land will be appropriately zoned. The proposed severed lands are zoned Medium Density Residential (R2) Zone.

The matters under section 10.1.3 were also considered, including item b) “that all lots can be adequately serviced with water, sewage disposal...”, item d) “that all lots will have safe driveway access to an all-season maintained public road...”.

Section 10.1.2 identifies that plans of subdivisions will normally be required for four (4) or more lots; however, planning staff are of the opinion that the subject severance applications do not warrant a plan of subdivision.

WELL HEAD PROTECTION AREA: The subject property is not located in a WHPA.

LOCAL ZONING BY-LAW: The subject property is currently zoned Residential (R2) zone. The proposed severed lands are located within the R2 Zone, which permits a variety of dwelling types including single and semi-detached dwellings, three (3) and four (4) unit street townhouses etc.

The applicant is proposing to construct two semi-detached dwellings on the subject lands. The proposed severed and the retained parcels do not meet the minimum frontage requirements. A condition requiring zoning compliance has been recommended.

SITE VISIT INFORMATION: To date Planning Staff have not visited the subject lands.

A handwritten signature in black ink that reads "Matthieu Daoust". The signature is written in a cursive style with a large, stylized 'M' and 'D'.

Matthieu Daoust, RPP MCIP
Senior Planner
August 17th, 2022



WELLINGTON NORTH
SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of August 29, 2022
From: Tammy Pringle, Development Clerk
Subject: DC 2022-032, Consent Application B97-22 Eleanor Rundle

RECOMMENDATION

THAT Council of the Township of Wellington North receive DC Report 2022-032 being a report on Consent Application (Lot Line Adjustment) B97-22 known as Part Lot 3, Concession 12 in the former Township of Arthur.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B97-22 as presented with the following conditions:

- **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;
- **THAT** the Owner enter into an agreement apportioning any future maintenance costs on any municipal drain impacted by the application, and the owner shall provide a \$500.00 deposit to cover the cost of the re-apportionment if it is determined there are municipal drains impacted by the application and a \$250.00 fee for the Drainage Superintendent's review of the application to determine status of any drain;

AND FURTHER THAT Council authorizes the Development Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

The subject property is located in the North West quadrant of the Township and is geographically known as 9467 Lover's Lane, former Township of Arthur.

Proposed lot line adjustment is 1.3 hectares with 88.4m frontage, existing vacant land to be added to abutting agricultural parcel – 1325360 Ontario Limited.

Retained parcel is 0.9 hectares with 155.9m frontage existing and proposed rural residential use with existing dwelling.

FINANCIAL CONSIDERATIONS

The municipality will realize \$130.00 in clearance fees.

ATTACHMENTS

- APPENDIX A:
 - Severance Sketch No. 22-9716 WHYTE prepared by Greg Ford at Wilson – Ford Surveying & Engineering, dated June 28, 2022.
- APPENDIX B:
 - Aerial View of Subject Lands
- APPENDIX C:
 - Matthieu Daoust, Senior Planner
Planning and Development Department, County of Wellington: Report

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

Yes
 No
 N/A

Which priority does this report support?

Modernization and Efficiency
 Partnerships
 Municipal Infrastructure
 Alignment and Integration

Prepared By:	Tammy Pringle, Development Clerk	<i>Tammy Pringle</i>
Recommended By:	Darren Jones, Interim Chief Administrative Officer	<i>Darren Jones</i>

APPENDIX B – Aerial View of Subject Lands



APPENDIX C – Planning Report



Planning and Development Department | County of Wellington
 County Administration Centre | 74 Woolwich Street | Guelph ON N1H 3T9
 T 519.837.2600 | F 519.823.1694

Application	B97/22
Location	Part of Lot 3, Concession 12 S TOWNSHIP OF WELLINGTON NORTH
Applicant/Owner	Eleanor Rundle

PLANNING OPINION: This lot line adjustment application will sever 1.3 ha (3.2 ac) of agricultural land. The severed parcel is proposed to merge with the adjacent agricultural parcel (9500 Lover's Lane). As a result of the lot line adjustment, a 0.9 ha (2.22 ac) rural residential parcel is retained with an existing dwelling.

This application is consistent with Provincial policy and would generally conform to the Official Plan. We have no concerns provided the following matters are addressed as conditions of approval:

1. That the purchaser take title to the severed and retained lands in the same manner as they hold their abutting land;
2. That Subsection 50(3) of the Planning Act, R.S.O., 1990 be applied to any subsequent conveyance or any transaction involving the parcel of land that is the subject of this Consent;
3. That any concerns from the applicable conservation authority are adequately addressed.

PLACES TO GROW: No issues.

PROVINCIAL POLICY STATEMENT (PPS): Section 2.3.4.2 states "Lot line adjustments in prime agricultural areas may be permitted for legal or technical reasons".

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated PRIME AGRICULTURAL and CORE GREENLANDS.

Section 10.3.5 allows lot line adjustment to be permitted, for legal and technical reasons, such as minor boundary adjustment. Lot line adjustments are also permitted, where no adverse effect on agriculture will occur where two abutting farms are merged and an existing residential is made surplus to the result enlarged farm parcel.

Lot line adjustments are deemed not to create new lots for the purpose of this plan. The proposed severance and subsequent merger of the severed lands would result in the regular lot fabric of the agricultural lots in the area.

The matters under Section 10.1.3 were also considered including item k) "that the size and shape of proposed lots is suitable, including frontage, area and the proportion of frontage depth" and item m) "that all new lots shall have logical lot lines given existing lot patterns in the area, natural and human-made features and other appropriate considerations".

WELL HEAD PROTECTION AREA: The subject lands are not located in a well head protection area.

LOCAL ZONING BY-LAW: The subject property is zoned Agricultural (A) and Natural Environment (NE). The proposed merged lots would meet the minimum frontage and lot area requirements of the zoning by-law.

SITE VISIT INFORMATION: To date Planning Staff have not visited the subject lands.

Matthieu Daoust MCIP RPP
 Senior Planner
 August 17th, 2022



PLANNING REPORT for the TOWNSHIP OF WELLINGTON NORTH

Prepared by the County of Wellington Planning and Development
Department

DATE: August 24th, 2022
TO: Darren Jones, C.A.O.
 Township of Wellington North
FROM: Asavari Jadhav, Junior Planner
 Matthieu Daoust, Planner
 County of Wellington
SUBJECT: **Cachet Developments (Arthur) Inc., Arthur
 Removal of Holding (H) Provision**

The Township has received a request to lift the Holding Provision (H) that applies to the subject property to facilitate the construction of a residential subdivision.

The property is legally described as Part Park Lots 3-4 S/S Domville; Part Park Lots 6 & 7 N/S Smith; RP 60R1199 Parts 3 & 4 RP;60R3022 Part 2 and Crown Survey Part Park Lot 8 N; Smith Street RP 61R10854 Part 2. The subject land is approximately 11.08 ha (25.37 ac) in size and the location of the property is shown on the map below.

The draft approved plan of subdivision includes 133 single detached lots and 10 townhouse blocks (64 units). The applicant is currently clearing conditions of Draft Approval and final approval by the County is anticipated in the near future.

A Holding Provision (H) has been applied to the property in order to provide Council with an opportunity to ensure that sufficient municipal water and sewage servicing including sufficient reserve capacity is or will be made available to the land; stormwater management issues have been adequately addressed and necessary development agreement(s) have been entered into with the Township. All other applicable regulations of the Township of Wellington North Zoning By-law 66-01, shall apply to the land subject of this amendment. Holding Provision on the lots adjacent to the



Figure 1: 2020 Air Photo

unopened Adelaide St. extension (Lots 132 and 24 shown on the plan prepared by GSAI, dated June 4, 2021) will remain until adequate street access and servicing is provided.

Township Staff have indicated that they are satisfied with the servicing and stormwater management plan. Township staff have also confirmed that necessary development agreement(s) have been entered into with the Township.

Planning Staff have prepared a draft By-law which lifts/removes the Holding Provision (H) from the property. A copy of the By-law is attached as **Schedule 1** to this report.

I trust that these comments will be of assistance to Council in their consideration of this matter.

Respectfully submitted

County of Wellington Planning and Development Department



Asavari Jadhav
Junior Planner



Matthieu Daoust, RPP MCIP
Senior Planner

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER _____.

BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01
BEING THE ZONING BY-LAW FOR THE TOWNSHIP OF WELLINGTON NORTH

WHEREAS, the Council of the Corporation of the Township of Wellington North deems it necessary to amend By-law Number 66-01; as amended pursuant to Sections 34 and 36 of The Planning Act, R.S.O. 1990, as amended.

NOW THEREFORE the Council of the Corporation of the Township of Wellington North enacts as follows:

1. THAT Schedule 'A-2' of By-law 66-01 is amended by changing the zoning on lands described as Part Park Lots 3-4 S/S Domville; Part Park Lots 6 & 7 N/S Smith; RP 60R1199 Parts 3 & 4 RP;60R3022 Part 2 and Crown Survey Part Park Lot 8 N; Smith Street RP 61R10854 Part 2, Arthur, Township of Wellington North, as shown on Schedule "A" attached to and forming part of this By-law from
 - **Holding Residential Site Specific ((H)R1C-26) to Residential Site Specific (R1C-26).**
 - **Holding Residential Site Specific ((H)R3-29) to Residential Site Specific (R3-29).**
2. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.
3. THAT this By-law shall take force and effect on the date of passing and come into force in accordance with the requirements of the Planning Act, R.S.O. 1990.

READ A FIRST AND SECOND TIME THIS _____ DAY OF _____, 2022

READ A THIRD TIME AND PASSED THIS _____ DAY OF _____, 2022

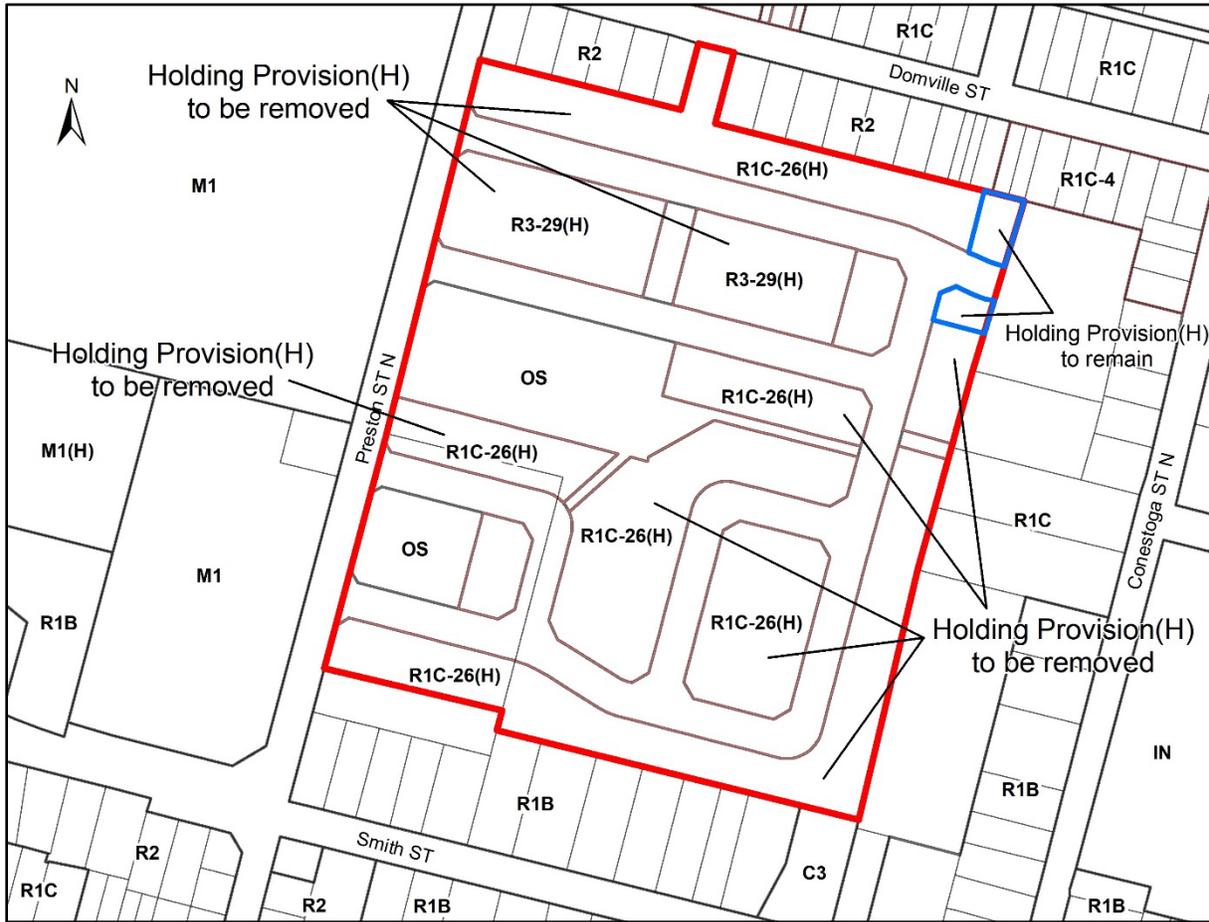
 MAYOR

 CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. _____

Schedule "A"



This is Schedule "A" to By-law _____.

Passed this ___ day of _____ 2022

MAYOR

CLERK

EXPLANATORY NOTE**BY-LAW NUMBER _____.****THE LOCATION OF THE SUBJECT LANDS**

The property subject to the proposed amendment is described as Part Park Lots 3-4 S/S Domville; Part Park Lots 6 & 7 N/S Smith; RP 60R1199 Parts 3 & 4 RP;60R3022 Part 2 and Crown Survey Part Park Lot 8 N; Smith Street RP 61R10854 Part 2, Arthur, Township of Wellington North. The subject lands are vacant, approximately 11.08 ha (25.37 ac) in size and the lands subject of the amendment are currently zoned Holding Residential Site Specific ((H)R1C-26) and Holding Residential Site Specific ((H)R3-29)

THE PURPOSE AND EFFECT of the proposed amendment is to rezone the subject lands from Holding Residential Site Specific ((H)R1C-26) to Residential Site Specific (R1C-26) and Holding Residential Site Specific ((H)R3-29) to Residential Site Specific (R3-29) to permit the construction of a residential subdivision.



Staff Report

To: Mayor and Members of Council Meeting of August 29, 2022

From: Tammy Pringle, Development Clerk

Subject: **DC 2022-033, 5053745 ONTARIO INC**
DRAFT PLAN OF SUBDIVISION AGREEMENT
PART PARK LOT 4, SOUTH SIDE OF DURHAM STREET AND EAST SIDE OF MAIN STREET, PLAN OF THE TOWN BEING PART 1 61R 22218; TOWNSHIP OF WELLINGTON NORTH

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report DC 2022-033 being a report on 5053745 Ontario Inc. Subdivision Agreement;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the by-law to enter into the agreement in the form, or substantially the same form as the draft Agreement;

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

Resolution 2022-119 & 2022-120 (April 11, 2022) RE: Draft Plan of Subdivision Redline Revision

By-law 013-22 (January 24, 2022) RE: Removal of Holding Provision on Block 17

Resolution 2022-007 (January 10, 2022) RE: Consent Application B111-21

By-law 057-21 (May 10, 2021) RE: Sewage Allocation Agreement

Resolution 2020-068 (February 24, 2020) RE: Draft Plan of Subdivision Redline Revision

By-law 019-20 (February 10, 2020) RE: Zoning Amendment

By-law 067-19 (July 22, 2019) RE: Zoning Amendment

Resolution 2019-209 (July 22, 2019) RE: Revised Draft Plan of Subdivision

BACKGROUND

Subject Lands

The property is in the Northeast quadrant in the Town of Mount Forest. The subject lands are located on the west side of London Road North, south of Durham Street. The land holding is approximately 5.48 acres and is known as: PART PARK LOT 4, SOUTH SIDE OF DURHAM STREET AND EAST SIDE OF MAIN STREET, PLAN OF THE TOWN BEING PART 1 61R 22218; TOWNSHIP OF WELLINGTON NORTH

The Proposal

The Owner has applied for Subdivision Approval from the Township for a Subdivision with 11 Single Detached lots and 1 Street Townhouse Block with 10 units and 4 Semi-Detached Blocks with 8 units for a total of 29 dwellings. This project will include installation of services, grading and erosion control, sanitary drainage, storm water drainage, street lighting and landscaping.

Existing Policy Framework

The subject lands are designated R2 Medium Density Residential, R3 High Density Residential Zones with Open Space, in the Township of Wellington North Zoning By-law 66-01 and Residential in the County of Wellington Official Plan.

COMMENTS AND ANALYSIS

The applicant has satisfied staff that this proposed development will be constructed in a manner that is consistent with municipal standards and best practices. A copy of the proposed agreement is attached to the By-law in this agenda package.

COMMUNICATION PLAN

The executed subdivision agreement will be forwarded to the Township's solicitor for registration.

FINANCIAL CONSIDERATIONS

This proposal has no financial impact on the municipality as the Owner will provide securities and deposits to ensure all of the Works will be completed.

ATTACHMENTS

- A. Location Map
- B. Plan of Subdivision (Draft Plan)

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

Yes No N/A

Which priority does this report support?

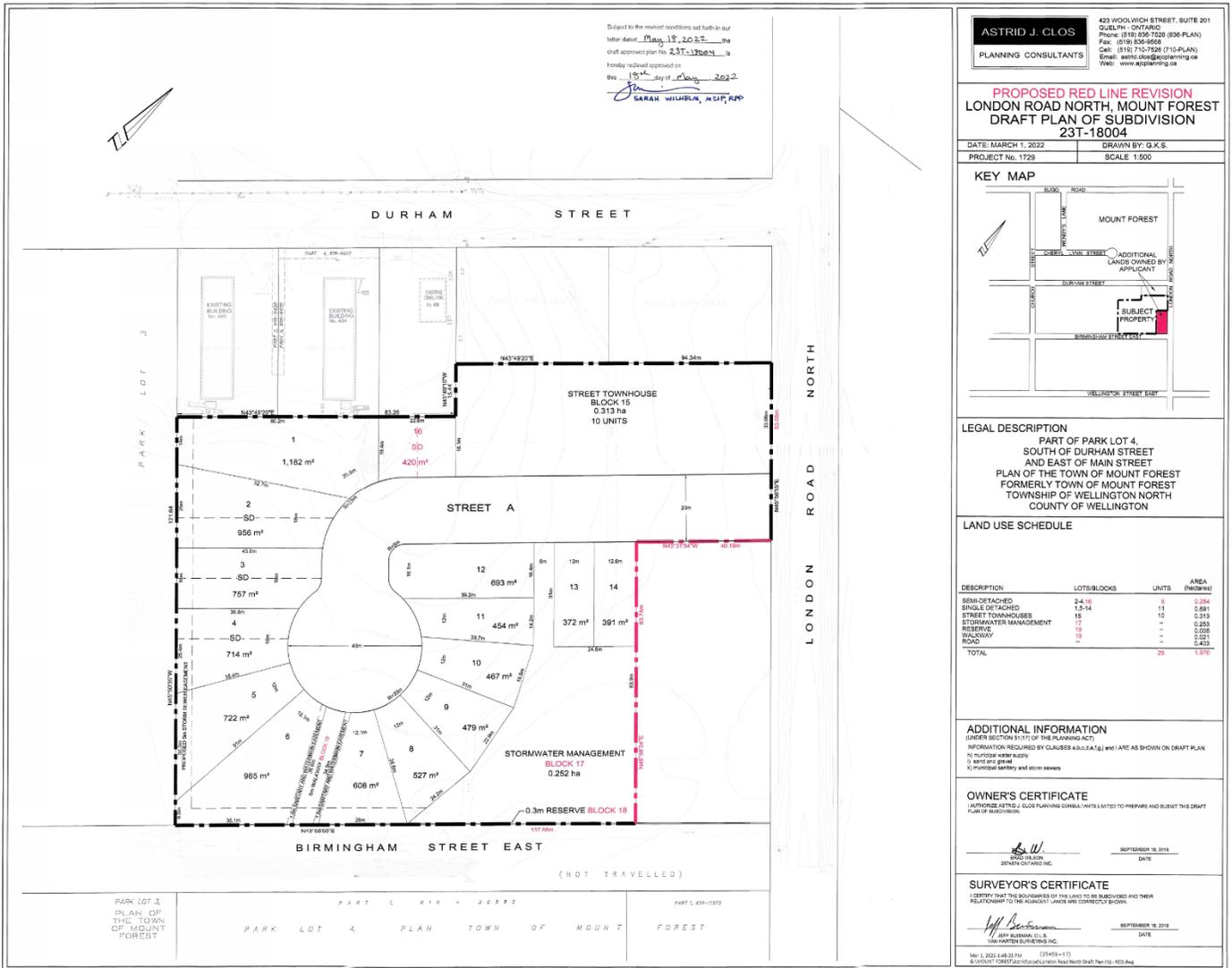
Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

Prepared By:	Tammy Pringle, Development Clerk	<i>Tammy Pringle</i>
Recommended By:	Darren Jones, Interim Chief Administrative Officer	<i>Darren Jones</i>

SCHEDULE A – Location Map



SCHEDULE B – Draft Plan of Subdivision

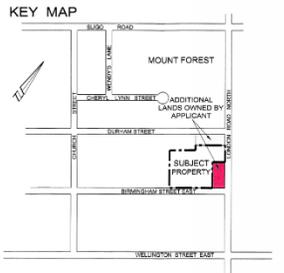


ASTRID J. CLOS
PLANNING CONSULTANTS

423 WOODLICH STREET, SUITE 201
DUELPH, ONTARIO
Phone: (519) 536-7228 (836-PLAN)
Fax: (519) 536-9658
Cell: (519) 710-7528 (710-PLAN)
Email: astrid.clos@astrium.ca
Web: www.astrium.ca

PROPOSED RED LINE REVISION
LONDON ROAD NORTH, MOUNT FOREST
DRAFT PLAN OF SUBDIVISION
23T-18004

DATE: MARCH 1, 2022 DRAWN BY: G.K.S.
PROJECT No. 1729 SCALE: 1:500



LEGAL DESCRIPTION

PART OF PARK LOT 4,
SOUTH OF DURHAM STREET
AND EAST OF MAIN STREET
PLAN OF THE TOWN OF MOUNT FOREST
FORMERLY TOWN OF MOUNT FOREST
TOWNSHIP OF WELLINGTON NORTH
COUNTY OF WELLINGTON

LAND USE SCHEDULE

DESCRIPTION	LOTS/BLOCKS	UNITS	AREA (HECTARES)
SEMI-DETACHED	2-4, 16	3	0.254
SINGLE DETACHED	1, 5-14	11	0.991
STREET TOWNHOUSES	15	10	0.313
STORMWATER MANAGEMENT	17	-	0.252
RESERVE	18	-	0.025
WALKWAY	-	-	0.025
ROAD	-	-	0.433
TOTAL		29	1.970

ADDITIONAL INFORMATION
(UNDER SECTION 51(1) OF THE PLANNING ACT)

INFORMATION REQUIRED BY CLAUSES 8.3.1(a) & (c) AND 8.4 ARE AS SHOWN ON DRAFT PLAN

N) municipal water supply
I) water and sewer
X) municipal sanitary and storm sewers

OWNER'S CERTIFICATE

I, Astrid J. Clos, CLC Planning Consultant, HEREBY LISTED TO PREPARE AND SUBMIT THIS DRAFT PLAN OF SUBDIVISION.

DATE: SEPTEMBER 18, 2019

SURVEYOR'S CERTIFICATE

I, Sarah Wilhelm, M.G.P., R.P., HEREBY CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE SUBDIVIDED AND THEIR RELATIONSHIP TO THE ADJACENT LANDS ARE CORRECTLY SHOWN.

DATE: SEPTEMBER 18, 2019

Mar 1, 2022 4:48:28 PM (25458-177)
C:\PROJECTS\2022\23T-18004\London Road North Draft Plan (1) - 1803.dwg



105 Queen Street West, Unit 14
 Fergus
 Ontario N1M 1S6
 Tel: (519) 843-3920
 Fax: (519) 843-1943
 Email: info@tritoneng.on.ca

ORANGEVILLE • FERGUS • HARRISTON

August 19, 2022

Township of Wellington North
 7490 Sideroad 7 West
 P.O. Box 125
 Kenilworth, Ontario
 N0G 2E0

Attention: Matt Aston
 Director of Operations

RE: Township of Wellington North
 London Road Development, Phase 2
 Mount Forest
 Preliminary Acceptance
 Stage III Municipal Services
 Our File: A5520A

Dear Sir:

Further to a request from H. Bye Construction regarding Preliminary Acceptance of Stage III municipal services (i.e., electrical distribution system, utility services and street lighting) for London Road Development, Phase 2, Mount Forest, we wish to advise as follows:

- Site inspections have been completed by H. Bye and Municipal staff. These inspections have confirmed that Stage III municipal works have been substantially completed.
- The Developer's consultant, Harry Bye, has provided written certification that these services have been constructed and installed in accordance with the approved plans and specifications in their letter dated August 17, 2022 (attached).

Based on the preceding, we recommend that Preliminary Acceptance be granted for Stage III municipal services for London Road Development, Phase 2, Mount Forest effective August 18, 2022.

We trust that this information is satisfactory and should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,
 Triton Engineering Services Limited

Ray D. Kirtz, P.Eng

cc: Tammy Stevenson, Township of Wellington North



FINAL SIGN OFF
LONDON ROAD DEVELOPMENT
PHASE (Stage) 3

Date: August 17, 2022 **No. of Pages:** 1
Project: London Road Development – Phase 3
Address: London Road and Broomer Crescent, Mount Forest, ON
Att.: Ray D. Kirtz, P. Eng., Triton Engineering Services Limited.
 Darren Jones, Chief Building Official, Township Wellington North.
 Tammy Stevenson, Development Technologist, Township Wellington North.

All major works in the development agreement between *H. Bye Construction* and *The Corporation Of The Township Of Wellington North*, dated June 22, 2020, referred to as London Road Development Phase 3 (Stage 3) in section 4.1, have been completed

This includes specifically:

1. *All Electrical Distribution*
2. *All Steet Lighting*
3. *All Communication (Wightman)*

Per:

Harry Bye, P. Eng.





WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council, Meeting of August 29, 2022
From: Darren Jones, Chief Building Official
Subject: CBO 2022-09 Building Permit Review Period Ending July 31st, 2022

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2022-09 being the Building Permit Review for the period ending July 31st, 2022.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

1. CBO 2022-08 Building Permit Review Period Ending June 30th, 2022
2. CBO 2021-10 Building Permit Review Period Ending July 31st, 2021

BACKGROUND

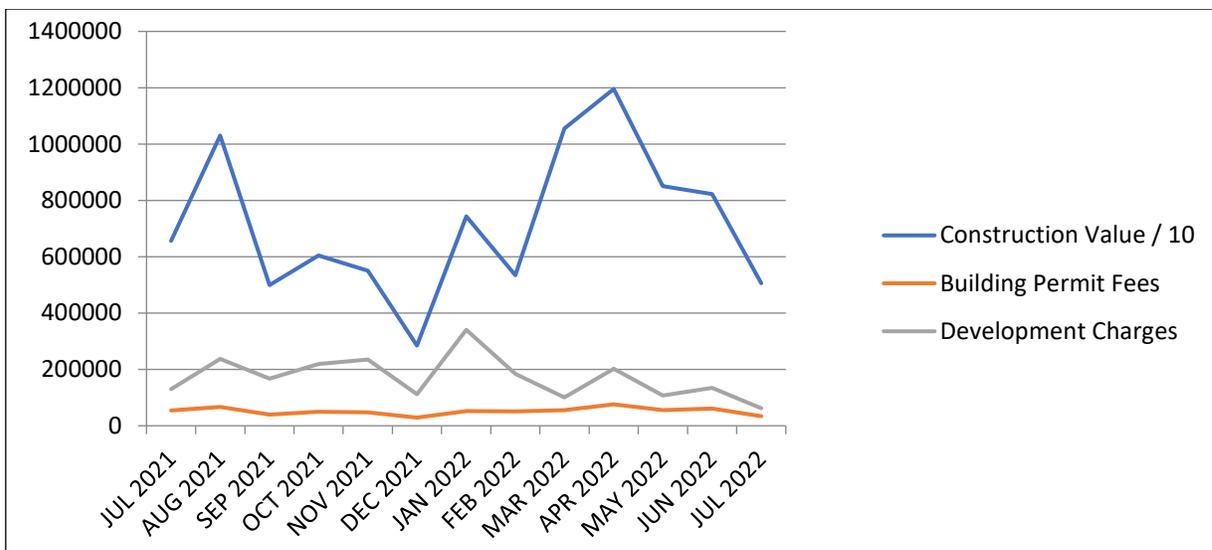
PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEVELOPMENT CHARGES
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Single Family Dwelling	0	0.00	0.00	0.00
Multi Family Dwelling	2	1,550,000.00	8,800.00	56,335.44
Additions / Renovations	4	235,000.00	3,115.57	0.00
Garages / Sheds	0	0.00	0.00	0.00
Pool Enclosures / Decks	4	104,000.00	730.86	0.00

Commercial	2	175,160.00	4,680.67	5,896.00
Assembly	2	4,700.00	260.00	0.00
Industrial	0	0.00	0.00	0.00
Institutional	0	0.00	0.00	0.00
Agricultural	7	2,955,000.00	14,915.18	0.00
Sewage System	2	26,000.00	1,040.00	0.00
Demolition	5	13,500.00	650.00	0.00

Monthly Total	28	5,063,360.00	34,192.28	62,231.44
Total Year to Date	231	57,081,360.00	370,828.21	1,077,701.71

12 Month Average	28	7,230,661.25	51,548.38	175,075.02
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10 Year Monthly Average	27	3,487,196.00	33,801.34	61,837.50
10 Year, Year to Date Average	160	27,063,591.70	222,334.15	470,582.72

This month the Building Department issued 28 building permits with a total combined construction value of \$5,063,000 this is equivalent to \$1,281,000 five years ago in 2017 using a deflationary factor of the residential building construction price index.

FINANCIAL CONSIDERATIONS

None.

ATTACHMENTS

None.

STRATEGIC PLAN 2019 – 2022

Do the report’s recommendations align with our Strategic Areas of Focus?

- Yes
 No
 N/A

Which priority does this report support?

- Modernization and Efficiency
 Partnerships
 Municipal Infrastructure
 Alignment and Integration

Prepared and Recommended By:	Darren Jones, Chief Building Official / Interim Chief Administrative Officer
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Staff Report

To: Mayor and Members of Council Meeting of August 29th, 2022

From: Karren Wallace, Director of Legislative Services/Clerk
Mandy Jones, Interim Manager, Programming & Community Engagement
Amy Tollefson, Manager of Human Resources
Dale Small, Economic Development Officer

Subject: EDO 2022-025 Volunteer Engagement Program

RECOMMENDATION

THAT Council of the Corporation of the Township of Wellington North receive for information report EDO 2022-025 being a report on the Wellington North Volunteer Engagement Program.

AND FURTHER THAT Council approves the attached Press Release and invites all Volunteers and Newcomers in our community to join us on Friday September 23rd, 2022, from 11:00am - 1:00pm at the Mount Forest & District Sports Complex for a Volunteer & Newcomer Celebration

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

CLK 2021-026 Volunteer Appreciation Celebration September 24th, 2021

CLK 2021-028 Volunteer Engagement Program 2022

EDO 2022-007 Senior of the Year Award Nomination

EDO 2022-013 Volunteer Engagement Program

The Township of Wellington North values the important role that Volunteers and not-for-profit community organizations play in our community. As part of our approved workplan earlier this year we recognized Kaye Ayres as Senior of The Year and on May 5th we held our second Volunteer Appreciation Dinner & Celebration in Arthur. This drop-in event included a catered meal, cake cutting and Mayor's welcome and was attended by over 150 people.

Planning is now underway to hold our next celebration on September 23rd. The date coincides with the launch of Wellington North Culture Days and this celebration will also be a drop-in event held between 11:00am - 1:00pm at the Mount Forest & District Sports Complex (850 Princess Street). The event will include displays from a variety of community organizations, a catered meal starting at 11:30am, cake cutting and Mayors welcome at noon.

As this Volunteer celebration will fall one week after Guelph Wellington welcoming week we have decided to also incorporate a Newcomers Welcome into our celebration. Welcoming Week is a global initiative that encourages individuals and communities to spread the message of inclusion and belonging. Welcoming Week is an annual opportunity that brings together new and long-time residents to build strong connections. It affirms the importance of welcoming and inclusive places in achieving collective prosperity. For the City of Guelph & Wellington County, Welcoming Week is about inspiring people to think about what we can do to ensure everyone—including newcomers and immigrants—thrives and feels welcomed.

We believe this is a perfect fit for our celebration and hope that those who have recently moved to the area will take this as an opportunity to learn more about our community, ask questions and receive a welcome bag full of useful information and goodies. As part of the celebration, we intend to reach-out to our community and service groups and ask them to setup a display table to help them promote their organizations and the services they provide.

This Volunteer and Newcomer Celebration is a free event however registration is required. People can register at the following link <https://www.eventbrite.ca/preview?eid=391680646357> or by contacting Yugander at 519.848.3620 ext.4223. Registration will close on Friday, September 9th at 4:00pm

FINANCIAL CONSIDERATIONS

Council have approved \$10,000 budget to support the Volunteer Engagement Program in 2022. Our expectation is that we will most likely exceed this budget however all overages will be covered from departmental operating budgets.

As part of the 2023 budget process council can expect to be asked to increase this budget should you wish to continue with the Volunteer & Newcomer Engagement Program.

ATTACHMENTS

Attachment A: Press Release Wellington North

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

Yes No N/A

Which priority does this report support?

Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

Prepared By:	Karren Wallace, Director of Legislative Services/Clerk Mandy Jones, Community Recreation Coordinator Amy Tollefson, Manager of Human Resources Dale Small, Economic Development Officer	<i>Karren Wallace</i> <i>Mandy Jones</i> <i>Amy Tollefson</i> <i>Dale Small</i>
Recommended By:	Darren Jones Interim Chief Administrative Officer Matt Aston, Interim Chief Administrative Officer	<i>Darren Jones</i> <i>Matt Aston</i>



FOR RELEASE August 16th, 2022

The Township of Wellington North is pleased to invite all volunteers and newcomers to our community to join us on Friday September 23rd, 2022, for a volunteer & newcomers celebration.

This celebration will be a drop-in event held between 11:00am - 1:00pm at the Mount Forest & District Sports Complex (850 Princess Street). The event will include displays from a variety of community organizations, a catered meal starting at 11:30am, cake cutting and Mayors welcome at noon. If you have recently moved to the area this is an opportunity to learn more about your community, ask questions and receive a welcome bag full of useful information and goodies. You can also grab a recycling and organics bins if you have not already done so!

This is a free event however **registration is required**. You can register at the following link <https://www.eventbrite.com/e/volunteer-and-newcomer-celebration-tickets-391680646357> or by contacting Yugander at 519.848.3620 ext.4223 Registration closes on Friday, September 9th at 4:00pm

This celebration will fall one week after Guelph Wellington welcoming week. Welcoming Week is a global initiative that encourages individuals and communities to spread the message of inclusion and belonging. Welcoming Week is an annual opportunity that brings together new and long-time residents to build strong connections. It affirms the importance of welcoming and inclusive places in achieving collective prosperity. For the City of Guelph & Wellington County, Welcoming Week is about inspiring people to think about what we can do to ensure everyone—including newcomers and immigrants—thrives and feels welcomed.

Mayor Andrew Lennox: "Volunteers are the heart of Wellington North, and we look forward to recognizing and celebrating volunteerism in our community and also welcoming our newcomers and showing to you that Wellington North is a great place to live, work and raise a family. Please come out and join us on September 23rd

-30-

Karren Wallace
Director of Legislative Services/Clerk

8/22/22

Township of Wellington North
VENDOR CHEQUE REGISTER REPORT
Payables Management

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
78378	Broadline Equipment Rental Ltd	7/20/22	\$178.72
78379	Chalmers Fuels Inc	7/20/22	\$2,349.79
78380	Helm MSP Inc.	7/20/22	\$4,057.82
78381	Landon Farms Inc	7/20/22	\$970.20
78382	Jim Martin	7/20/22	\$200.00
78383		7/20/22	\$1,028.30
78384		7/20/22	\$82.39
78385	Midwestern Line-Striping Inc.	7/20/22	\$27,577.93
78386	MOLOK NORTH AMERICA LTD	7/20/22	\$978.88
78387	PepsiCo Beverages Canada	7/20/22	\$615.89
78388	Premier Equipment Ltd.	7/20/22	\$80,300.85
78389	RJM Rebuilding	7/20/22	\$73.45
78390	Royal Bank Visa	7/20/22	\$424.67
78391	Splashables Inc.	7/20/22	\$1,230.28
78392	Steve Close Refrigeration	7/20/22	\$366.03
78393	Telizon Inc.	7/20/22	\$783.81
78394	Architects Tillmann Ruth Robin	7/20/22	\$17,061.55
78395	Trevor Roberts Auto Repair	7/20/22	\$629.64
78396	Enbridge Gas Inc.	7/20/22	\$162.05
78397	VIEWitMEDIA	7/20/22	\$1,084.80
78398	Waste Management	7/20/22	\$1,335.88
78399	Workplace Safety & Ins Board	7/20/22	\$12,206.72
EFT0003816	Acapulco Pools Limited	7/20/22	\$1,395.55
EFT0003817	Agrisan SC Pharma	7/20/22	\$6,715.73
EFT0003818	ALS Canada Ltd.	7/20/22	\$452.00
EFT0003819	Andy's Mobile Lock Service Inc	7/20/22	\$220.35
EFT0003820	Arthur Home Hardware Building	7/20/22	\$180.71
EFT0003821	CMT Engineering Inc.	7/20/22	\$1,601.78
EFT0003822	Corporate Express Canada Inc.	7/20/22	\$40.30
EFT0003823	Cox Construction Limited Guelp	7/20/22	\$531,248.79
EFT0003824	Da-Lee Dust Control	7/20/22	\$44,913.05
EFT0003825	DeBoer's Farm Equipment Ltd.	7/20/22	\$652.45
EFT0003826	Decker's Tire Service	7/20/22	\$220.35
EFT0003827	Eric Cox Sanitation	7/20/22	\$270.98
EFT0003828	Ideal Supply Inc.	7/20/22	\$260.77
EFT0003829	Maple Lane Farm Service Inc.	7/20/22	\$2.89
EFT0003830	North Wellington Co-op Service	7/20/22	\$555.28
EFT0003831	Ont Mun Human Resources Assoc	7/20/22	\$395.50
EFT0003832	PETRO-CANADA	7/20/22	\$4,467.36
EFT0003833	Risolv IT Solutions Ltd	7/20/22	\$277.89
EFT0003834	R. J. Burnside & Assoc. Ltd.	7/20/22	\$6,850.42
EFT0003835	ROBERTS FARM EQUIPMENT	7/20/22	\$125.66

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0003836	Stephen Hale	7/20/22	\$1,536.80
EFT0003837	Suncor Energy Inc.	7/20/22	\$997.29
EFT0003838	Superior Tire Sales & Service	7/20/22	\$82.32
EFT0003839	Toromont Industries Ltd.	7/20/22	\$89.46
EFT0003840	Wellington Advertiser	7/20/22	\$918.55
EFT0003841	Well Initiatives Limited	7/20/22	\$53,761.51
EFT0003842	Wellington North Power	7/20/22	\$1,329.82
EFT0003843	Work Equipment Ltd.	7/20/22	\$5,602.19
EFT0003844	Young's Home Hardware Bldg Cen	7/20/22	\$1,122.68
78400		7/27/22	\$238.50
78401		7/27/22	\$80.00
78402	Chalmers Fuels Inc	7/27/22	\$159.58
78403	Chicken Thicka Farm	7/27/22	\$353.00
78404	Cotton's Auto Care Centre	7/27/22	\$152.55
78405	Fluney Equipment	7/27/22	\$1,111.67
78406	Grinham Architects	7/27/22	\$3,632.95
78407		7/27/22	\$330.00
78408	Hidden Acre Farms	7/27/22	\$265.00
78409	Highlander Landscapes Ltd	7/27/22	\$1,900.00
78410	Horizon Data Services Ltd.	7/27/22	\$2,316.50
78411	Horrigan Overhead Doors 2019	7/27/22	\$461.15
78412	Hydro One Networks Inc.	7/27/22	\$964.22
78413	Kronos Canadian Systems Inc.	7/27/22	\$1,130.01
78414		7/27/22	\$560.00
78415		7/27/22	\$396.50
78416	Messy Labs	7/27/22	\$55.00
78417	Mount Forest Air Cadets	7/27/22	\$222.58
78418	Minister of Finance	7/27/22	\$520.00
78419		7/27/22	\$290.00
78420	Chloe Napadak	7/27/22	\$295.00
78421	Park N Water Ltd.	7/27/22	\$44,902.13
78422	R.M. Advisory Services	7/27/22	\$1,591.04
78423	Mount Forest United Church	7/27/22	\$450.50
78424	TD Wealth	7/27/22	\$1,210.80
78425	Township of Mapleton	7/27/22	\$75.98
78426	Twp of Wellington North	7/27/22	\$377.42
78427	Enbridge Gas Inc.	7/27/22	\$421.47
78428	United Rentals of Canada	7/27/22	\$1,184.24
78429		7/27/22	\$1,900.00
78430		7/27/22	\$1,900.00
78431	Wightman Telecom Ltd.	7/27/22	\$822.94
EFT0003845	A J Stone Company Ltd.	7/27/22	\$7,278.54
EFT0003846	ALS Laboratory Group	7/27/22	\$3,534.08
EFT0003847	Arthur Home Hardware Building	7/27/22	\$121.39
EFT0003848	B & B Custom Crushing	7/27/22	\$75,054.60
EFT0003849	BackSpace Computer	7/27/22	\$3,955.00
EFT0003850	Brandt Security	7/27/22	\$124.30
EFT0003851	Canada's Finest Coffee	7/27/22	\$80.50

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0003852	CARQUEST Arthur Inc.	7/27/22	\$339.40
EFT0003853	Carson Supply	7/27/22	\$6,064.07
EFT0003854	Coffey Plumbing, Div. of KTS P	7/27/22	\$1,293.85
EFT0003855	Corporate Express Canada Inc.	7/27/22	\$256.13
EFT0003856	County of Wellington	7/27/22	\$134,984.05
EFT0003857	Steve Cudney	7/27/22	\$150.00
EFT0003858	Canadian Union of Public Emplo	7/27/22	\$2,778.32
EFT0003859	Domm Construction Ltd	7/27/22	\$1,900.00
EFT0003860	Eric Cox Sanitation	7/27/22	\$599.46
EFT0003861	Evoqua Water Technologies	7/27/22	\$2,067.30
EFT0003862	Excel Business Systems	7/27/22	\$283.94
EFT0003863		7/27/22	\$250.00
EFT0003864	Hach Sales & Service Canada Lt	7/27/22	\$507.84
EFT0003865	Ideal Supply Inc.	7/27/22	\$149.61
EFT0003866	International Trade Specialist	7/27/22	\$1,381.11
EFT0003867	J.A. Porter Holdings (Lucknow)	7/27/22	\$985.37
EFT0003868	Joe Johnson Equipment Inc.	7/27/22	\$248.62
EFT0003869	Kraemer LLP	7/27/22	\$1,850.38
EFT0003870	Maple Lane Farm Service Inc.	7/27/22	\$13.06
EFT0003871	Marcc Apparel Company	7/27/22	\$7,939.89
EFT0003872	MRC Systems Inc	7/27/22	\$1,821.46
EFT0003873	North Wellington Co-op Service	7/27/22	\$403.63
EFT0003874	Officer's Auto Care Inc.	7/27/22	\$141.98
EFT0003875	Ont Mun Employee Retirement	7/27/22	\$64,906.54
EFT0003876	Ontario One Call	7/27/22	\$131.78
EFT0003877	OSIM Inc.	7/27/22	\$39.55
EFT0003878	Paul Davis of Guelph Wellingto	7/27/22	\$1,009.38
EFT0003879	Print One	7/27/22	\$246.90
EFT0003880	Pryde Truck Service Ltd.	7/27/22	\$9,075.15
EFT0003881	R&R Pet Paradise	7/27/22	\$2,263.72
EFT0003882	Raynbow Signs	7/27/22	\$438.44
EFT0003883	R. J. Burnside & Assoc. Ltd.	7/27/22	\$22,595.89
EFT0003884	ROBERTS FARM EQUIPMENT	7/27/22	\$192.62
EFT0003885	SGS Canada Inc.	7/27/22	\$6,591.30
EFT0003886	Shred All Ltd.	7/27/22	\$90.40
EFT0003887	Suncor Energy Inc.	7/27/22	\$13,962.33
EFT0003888	T&T Power Group	7/27/22	\$10,170.00
EFT0003889	Technical Standards & Safety A	7/27/22	\$250.00
EFT0003890	Triton Engineering Services	7/27/22	\$30,709.02
EFT0003891	Wellington Advertiser	7/27/22	\$282.50
EFT0003892	Wellington Comfort Systems Ltd	7/27/22	\$2,174.79
EFT0003893	Wellington North Power	7/27/22	\$72,322.34
EFT0003894	Yake Electric Ltd	7/27/22	\$452.00
EFT0003895	Young's Home Hardware Bldg Cen	7/27/22	\$775.16
78432	Abell Pest Control Inc	8/04/22	\$138.32
78433	Broadline Equipment Rental Ltd	8/04/22	\$2,570.75
78434	Canadian Tire #066	8/04/22	\$22.59
78435	Checkley Concrete Ltd.	8/04/22	\$27,447.97

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
78436	Cotton's Auto Care Centre	8/04/22	\$209.05
78437	Duncan, Linton LLP, Lawyers	8/04/22	\$25,008.87
78438	Everything Asphalt	8/04/22	\$1,344.00
EFT0003896	Agrisan SC Pharma	8/04/22	\$6,465.35
EFT0003897	ALS Canada Ltd.	8/04/22	\$678.00
EFT0003898	Arthur Home Hardware Building	8/04/22	\$20.87
EFT0003899	Artic Clear 1993 Inc.	8/04/22	\$25.50
EFT0003900	B M Ross and Associates	8/04/22	\$29,116.04
EFT0003901	CARQUEST Arthur Inc.	8/04/22	\$134.69
EFT0003902	City of Guelph	8/04/22	\$4,039.75
EFT0003903	Corporate Express Canada Inc.	8/04/22	\$177.23
EFT0003904	County of Wellington	8/04/22	\$54,117.26
EFT0003905	Canadian Union of Public Emplo	8/04/22	\$1,760.64
EFT0003906	Eric Cox Sanitation	8/04/22	\$616.97
EFT0003907	FOXTON FUELS LIMITED	8/04/22	\$24,763.95
78439	Broadline Equipment Rental Ltd	8/11/22	\$4,547.13
78440	Chalmers Fuels Inc	8/11/22	\$4,936.38
78441	Duncan, Linton LLP, Lawyers	8/11/22	\$854.28
78442	Eastlink	8/11/22	\$946.05
78443	Everything Asphalt	8/11/22	\$3,595.66
78444	Horton's Dairy	8/11/22	\$137.60
78445	Hydro One Networks Inc.	8/11/22	\$2,742.63
78446	Manulife Financial	8/11/22	\$26,181.71
78447	Mount Forest Curling Club	8/11/22	\$2,203.50
78448	MOLOK NORTH AMERICA LTD	8/11/22	\$685.36
78449	Kim Nicholson	8/11/22	\$20.00
78450	PepsiCo Beverages Canada	8/11/22	\$679.50
78451		8/11/22	\$128.00
78452	Royal Bank Visa	8/11/22	\$4,905.54
78453	Sign Matters	8/11/22	\$361.83
78454		8/11/22	\$627.00
78455	TD Wealth	8/11/22	\$807.20
78456	Tom Shupe Plumbing & Heating	8/11/22	\$90.40
78457	Township of Centre Wellington	8/11/22	\$2,241.11
78458	Enbridge Gas Inc.	8/11/22	\$1,715.60
78459	Vector Solutions Learning LLC	8/11/22	\$8,205.20
78460	Ward & Uptigrove Consulting &	8/11/22	\$5,424.00
78461	Waste Management	8/11/22	\$1,070.43
78462	Wellington Catholic Dist Sch B	8/11/22	\$3,095.00
78463	Wightman Telecom Ltd.	8/11/22	\$135.46
78464	Workplace Safety & Ins Board	8/11/22	\$9,312.70
EFT0003908	ALS Canada Ltd.	8/11/22	\$118.65
EFT0003909	Arthur Chrysler Dodge Jeep Lim	8/11/22	\$2,000.33
EFT0003910	Arthur Home Hardware Building	8/11/22	\$641.27
EFT0003911	Balaklava Audio	8/11/22	\$5,868.55
EFT0003912	Canada's Finest Coffee	8/11/22	\$80.50
EFT0003913	CARQUEST Arthur Inc.	8/11/22	\$54.68
EFT0003914	Carson Supply	8/11/22	\$1,515.40

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0003915	Coffey Plumbing, Div. of KTS P	8/11/22	\$1,095.54
EFT0003916	Corporate Express Canada Inc.	8/11/22	\$173.65
EFT0003917	Decker's Tire Service	8/11/22	\$456.52
EFT0003918	Delta Elevator Co. Ltd.	8/11/22	\$926.74
EFT0003919	Eric Cox Sanitation	8/11/22	\$2,821.59
EFT0003920	Excel Business Systems	8/11/22	\$436.58
EFT0003921	Fire Marshal's Public Fire Saf	8/11/22	\$1,167.52
EFT0003922	FOXTON FUELS LIMITED	8/11/22	\$850.90
EFT0003923	Harold Jones Enterprises	8/11/22	\$2,118.75
EFT0003924	Helm MSP Inc.	8/11/22	\$30.51
EFT0003925	Hort Manufacturing (1986) Ltd.	8/11/22	\$195.67
EFT0003926	Ideal Supply Inc.	8/11/22	\$255.22
EFT0003927	Industrial Alliance Insurance	8/11/22	\$129.15
EFT0003928		8/11/22	\$97.31
EFT0003929	KORE Mechanical Inc.	8/11/22	\$2,881.50
EFT0003930	K Smart Associates Limited	8/11/22	\$6,982.77
EFT0003931	M & L Supply, Fire & Safety	8/11/22	\$105.88
EFT0003932	Maple Lane Farm Service Inc.	8/11/22	\$1,967.16
EFT0003933	Marcc Apparel Company	8/11/22	\$820.38
EFT0003934	Mike Lucas	8/11/22	\$1,133.39
EFT0003935	North Wellington Co-op Service	8/11/22	\$186.90
EFT0003936	Officer's Auto Care Inc.	8/11/22	\$117.25
EFT0003937	Ont Mun Employee Retirement	8/11/22	\$43,282.02
EFT0003938	Ontario One Call	8/11/22	\$151.27
EFT0003939	OSIM Inc.	8/11/22	\$67.80
EFT0003940	PETRO-CANADA	8/11/22	\$3,552.11
EFT0003941	Print One	8/11/22	\$559.35
EFT0003942	Purolator Inc.	8/11/22	\$61.45
EFT0003943	Resurfire Corporation	8/11/22	\$3,852.89
EFT0003944	Risolv IT Solutions Ltd	8/11/22	\$11,025.85
EFT0003945	Rural Routes Pest Control Inc.	8/11/22	\$90.68
EFT0003946	Saugeen Community Radio Inc.	8/11/22	\$980.84
EFT0003947	Stephen Hale	8/11/22	\$1,480.30
EFT0003948	Suncor Energy Inc.	8/11/22	\$4,508.78
EFT0003949	T&M BBQ Catering Ltd	8/11/22	\$250.00
EFT0003950	Teviotdale Truck Service & Rep	8/11/22	\$7,342.91
EFT0003951	Triton Engineering Services	8/11/22	\$24,276.31
EFT0003952	Upper Grand Dist School Board	8/11/22	\$11,110.00
EFT0003953	Waterhouse Executive Search	8/11/22	\$23,730.00
EFT0003954	Wellington Advertiser	8/11/22	\$1,672.16
EFT0003955	Wellington Construction Contra	8/11/22	\$158,391.55
EFT0003956	Wellington North Power	8/11/22	\$10,063.27
EFT0003957	Young's Home Hardware Bldg Cen	8/11/22	\$160.09
Total Amount of Cheques:			\$1,991,643.46



Staff Report

To: Mayor and Members of Council Meeting of August 29, 2022
From: Matthew Aston, Director of Operations
Subject: OPS 2022-019 being a report on a lot line adjustment at 206 Industrial Drive

RECOMMENDATION

THAT the Council of the Township of Wellington North receive Report OPS 2022-019 being a report on a lot line adjustment at 206 Industrial Drive;

AND FURTHER THAT Council direct staff to have a survey prepared of the proposed lot line adjustment;

AND FURTHER THAT Council direct the Township Solicitor to draft the necessary documentation;

AND FURTHER THAT Council authorize the survey and legal fees for both the Township and the owner of 206 Industrial Drive be paid from the roads and recreation consulting engineering operating accounts;

AND FURTHER THAT the Mayor and the Clerk are hereby authorized and directed to take such action and authorize such documents that are necessary or advisable to carry out the terms of the purchase.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

Report OPS 2022-001 being a report on a request by the owner at 210 Industrial Drive for an easement on a portion of their property in favour of the Township for drainage and or trail rights.

BACKGROUND

At the closed session of the Council meeting of March 21, 2022, Council provided direction to staff to discuss a possible lot line adjustment with 206 Industrial Drive (B.M. Ross and Associates Limited) in favour of the Township.

B.M. Ross and Associates Limited (BM Ross) is agreeable to gifting a portion of their property, specifically the rear-yard, which used to be the former rail corridor. BM Ross noted the following conditions that Township would need to agree to in order to proceed:

1. Consideration of \$1

2. Purchase would be detailed “as is”
3. Township to pay all costs, Township and BM Ross, including survey and legal costs
4. Township grant BM Ross drainage easement rights, including the portion of the retention pond within the transferred parcel, for the associated pond outlet storm sewer works, and for discharge to the existing rear-yard ditch
5. Township record in its property file for 206 Industrial Drive that the Township would give “best efforts” consideration to approval of a minor variance application to BM Ross or a future Owner may submit for reduced rear-yard setbacks due to the loss of the rear yard area attributed to this sale. As part of the consultation with Township’s Solicitor it will be discussed if this item is feasible.

During the conversations with the owner of 210 Industrial Drive, it was noted that the former railway corridor is used by residents as an “informal” walking path. From a Township staff perspective, property ownership across the rear-yard of 206 Industrial Drive would provide continuous land ownership from Sligo Road West to east of 206 Industrial Drive, where it would end at Industrial Drive. This area is also adjacent to a major drainage corridor and, by securing an easement, it would allow for the land to be used by the Township in the future as either a walking path or for stormwater infrastructure.

A further consideration is that this property was a former railway corridor, so it would be reasonable to assume there is some contaminated soil, similar to the other portions of the corridor currently owned by the Township. If significant works were ever undertaken on these lands it may be expected that the Township clean-up these lands.

FINANCIAL CONSIDERATIONS

Estimated Project Costs	
Survey	\$5,700
Legal Fees	\$5,000
Legal Fees (206 Industrial Drive)	\$1,500
TOTAL	\$12,200

ATTACHMENTS

Schedule A – Map of Former Rail Corridor Owned by Wellington North

STRATEGIC PLAN 2019 – 2022

Do the report’s recommendations align with our Strategic Areas of Focus?

Yes
 No
 N/A

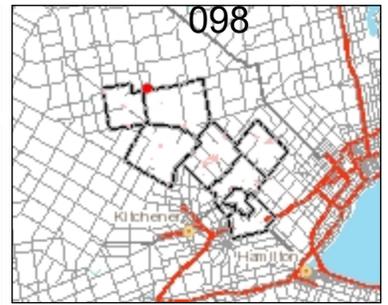
Which priority does this report support?

Modernization and Efficiency
 Partnerships
 Municipal Infrastructure
 Alignment and Integration

Prepared By: Matthew Aston, Director of Operations

Recommended By: Matthew Aston, Director of Operations

Matthew Aston



Legend

- Municipal Offices
- OPP Stations
- Hospitals
- Fire Stations
- Information Centres
- Schools
- Post Offices
- Arenas
- Community Centres
- Curling Rinks
- Libraries
- Museums
- Park Parking Lots
- County Garages
- Parcels
- Roads**
 - Local Road
 - County Road
 - Highway
- Railways
- Trails
- Waterbodies
- Watercourses
- Parks
- Urban Centres and Hamlets
- Municipalities

1: 4,000



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
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Notes



Staff Report

To: Mayor and Members of Council Meeting of August 29, 2022

From: Matthew Aston, Director of Operations

Subject: OPS 2022-021 being a report on the conceptual design for the new Mount Forest Outdoor Pool and Aquatics Centre

RECOMMENDATION

THAT Council of the Corporation of the Township of Wellington North receive Report OPS 2022-021 being a report on the conceptual design for the new Mount Forest Outdoor Pool and Aquatics Centre;

AND FURTHER THAT the Council approve the conceptual design for the new Mount Forest Outdoor Pool and Aquatics Centre as shown in Schedule A.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

Report RPL 2021-012 being a report on the Mount Forest Outdoor Pool

Report OPS 2021-030 being a report on the award of the concept design of a pool and aquatics facility

Report RPL 2021-022 being a report on the public consultation for the concept design for the new Mount Forest Outdoor Pool and Aquatics Facility

Report RPL 2022-006 being a report on Mount Forest outdoor pool and aquatics centre open house

Report RPL 2022-007 being a report on the Mount Forest outdoor pool community survey

BACKGROUND

Township Council has recently been engaged in a conversation about the new Mount Forest Outdoor Pool and Aquatics Centre. At the July 11, 2022 meeting staff were directed to bring a report detailing a recommended conceptual design for the new facility.

During the winter and spring of 2022, staff have been working with Architects Tillman Ruth Robinson to develop an approved conceptual design. This resulted in three conceptual designs being presented at a public consultation meeting on March 23, 2022 – programming focussed design, lane swim focussed design and a hybrid design. As well, at the meeting a survey was distributed to the community to solicit additional feedback; the survey closed April

30, 2022. The Township received 121 surveys from the community which help staff and the fundraising committee better understand which design features are most important. Since some of these initial conversations have happened regarding the conceptual designs the importance of managing the cost of this project and determining how this project will be funded has become a very important consideration on how to move forward with this project. At present, the high-level estimated cost for this project is \$5.5 million, which is significantly higher than the \$3.5 million budget that was discussed when the master plan was developed in 2018.

The conceptual design that is presented as Schedule A of this report, if endorsed by Council, would allow staff and the Architect to pursue a more detailed schematic design for the project, which would allow for a more accurate cost estimate.

FINANCIAL CONSIDERATIONS

The 2022 capital budget originally carried a budget of \$576,000 for this project for the development of detailed design drawings and tender packages.

ATTACHMENTS

Schedule A – Recommended Conceptual Design for the new Mount Forest Outdoor Pool and Aquatics Centre

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

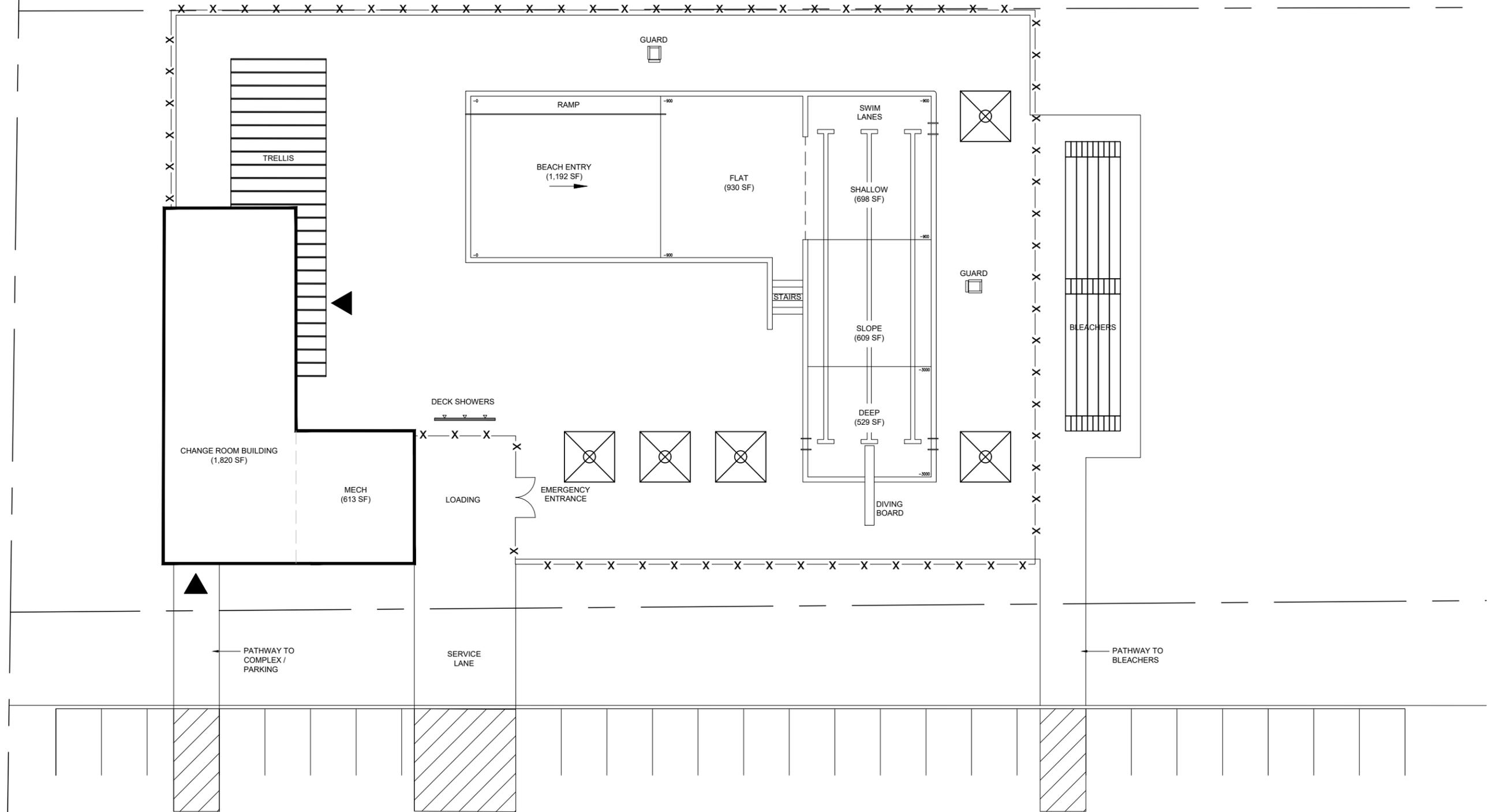
Yes No N/A

Which priority does this report support?

Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

Prepared By: Matthew Aston, Director of Operations

Recommended By: Matthew Aston, Interim Chief Administrative Officer / Director of Operations *Matthew Aston*



SITE PLAN

1:250

WELLINGTON OUTDOOR AQUATIC FACILITY

July 22, 2022





FOR IMMEDIATE RELEASE

Volunteerism and Nonprofit Leadership in Guelph Wellington PIN – The People and Information Network now operates fully remote.

Guelph, Ontario | August 2, 2022 |

Born in the International Year of the Volunteer in 2001, PIN – The People and Information Network has a 20+ year history as the local source for volunteer opportunities in Guelph Wellington.

Up until the pandemic, PIN supported volunteer inquiries through both in-office and in-community engagement. Since COVID, PIN has operated virtually as well as a hybrid format, now making the decision to operate fully remote.

“At our core, PIN is a community connector” says Kim Cusimano, executive director, “remote operations provides agility to lead our work and engage with community where they gather, rather than in a bricks and mortar location.”

PIN believes everyone can contribute in a way that is meaningful to them and offers a one-stop resource that showcases a myriad of volunteer opportunities from one time to ongoing, in-person to virtual, emergency needs to board leadership as well as communities of practice for leaders of volunteers and executive directors, along with training and consultation services.

“While COVID forced remote work, the reality is, it provided the opportunity to assess how we work and how we can re-imagine work in our future” shares Cusimano, “a clear opportunity presented itself to transition fully to remote operations.”

PIN remains committed to inspiring the spark to volunteer, to reducing barriers to contribute and to capacity building for the community benefit sector, from grassroots groups, nonprofits, charities to pillars in healthcare and education.

There is an estimated 170,000 nonprofits and charities in Canada and in 2018, over 12.7 million Canadians engaged in formal volunteering, with a total of 1.6 billion hours of their time given to charities, non-profits and community organizations—equivalent to almost 858,000 full-time year-round jobs (Statistics Canada). In Ontario, nonprofits and charities contribute \$50 billion in economic impact engaging 5 million volunteers: significant and vital resources for communities.

“The community benefit sector is not only an under recognized economic engine” notes Cusimano, “it forms the foundation of supports contributing to the health and well-being of communities and powered by a valuable volunteer human resource.”

In PIN's most recent Flash Community Benefit Sector Survey, 65.6% of respondents indicated the decline in volunteers has affected the organizations' ability to deliver programs and services. This is consistent with the 2021 Fall survey findings where 61% of respondents indicated a decrease in volunteer involvement and 56% of respondents noted an increased demand for services/support from clients and community.

"Supply. Demand. Capacity. Need. There are critical issues as volunteers are a powerhouse fueling the community benefit sector to meet essential needs for food, mental health and more. Barriers to contributing are on the rise. From financial costs of gas, screening checks and overall economic landscape to tapped well-being and capacity of volunteers (potential, new and existing) to leaders of volunteers and organizational colleagues." says Cusimano.

Cusimano continues "As PIN transitions to remote, we remain committed to volunteerism and nonprofit leadership and to engaging with community throughout Wellington County. PIN welcomes the opportunity to connect with students to explore community involvement hours, with volunteer seekers to find their best match, to connect with the sector to support volunteer recruitment and engagement best practices and to speak to a local business about corporate citizenship and engaging employees in contributing to community."

'Our communities need civic participation, volunteer contribution, and a robust community benefit sector. Our ability to build forward together and recover from the pandemic depends on this.' Our Path Forward, PIN Strategic Plan

PINnetwork.ca

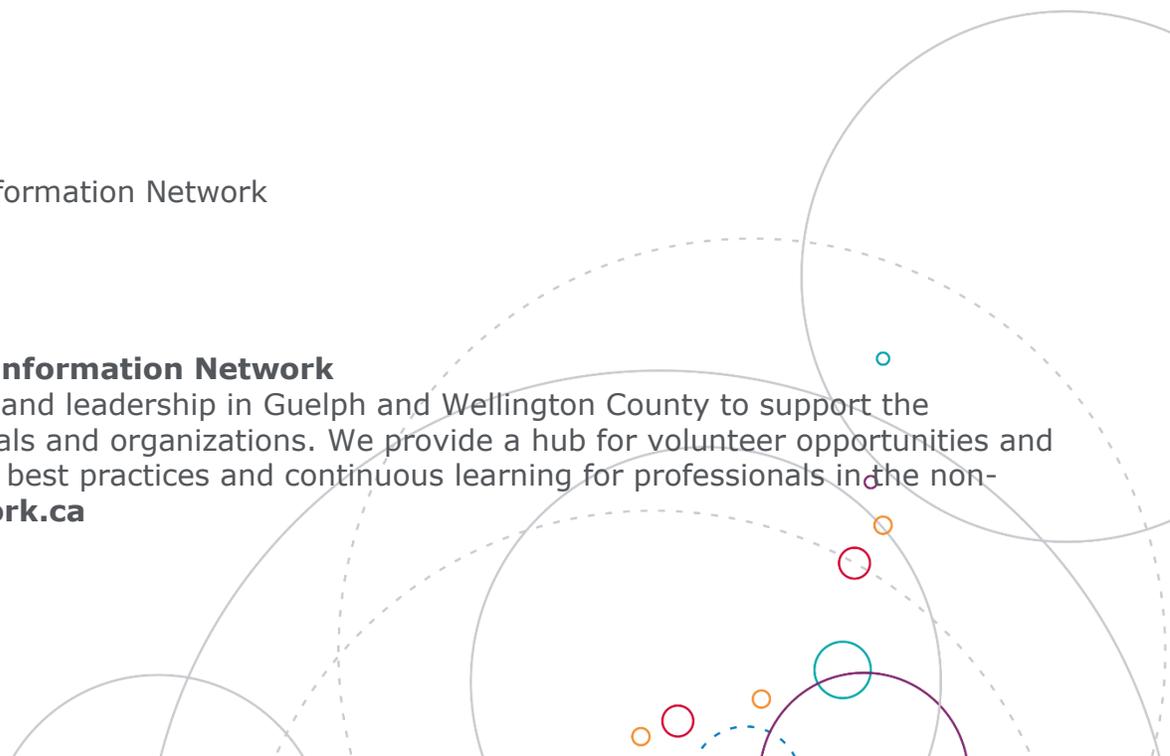
- ENDS -

Contact:

Kim Cusimano
Executive Director
PIN - The People and Information Network
kim@PINnetwork.ca

PIN, The People and Information Network

We provide connections and leadership in Guelph and Wellington County to support the development of individuals and organizations. We provide a hub for volunteer opportunities and engagement and enable best practices and continuous learning for professionals in the non-profit sector. **PINnetwork.ca**





To: Clerks, via email

August 18, 2022

Re: Notice of Pre-consultation, Ausable Bayfield and Maitland Valley Source Protection Plans

Over the past three years, the Ausable Bayfield Maitland Valley (ABMV) Source Protection Committee (SPC) has been working on a review and amendment of the Source Protection Plans (SPPs) for this region. The proposed amendments are now available for review and comment.

This Notice of pre-consultation is being circulated to municipalities and other implementing bodies as required under Section 36 of Regulation 287/07 of the Ontario *Clean Water Act, 2006*. Please note that the impact on your municipality is minimal. Since your municipality does not have wellhead protection areas within the Ausable Bayfield or Maitland Valley watersheds, the Source Protection Plan policies would be non-binding. However, we ask that all municipalities consider a new proposed policy, directed to municipalities, to encourage ongoing education regarding source water protection. For your convenience, the proposed policy is enclosed.

The draft updated documents and a summary of amendments can be accessed at this link, should you wish to review them:

<https://www.sourcewaterinfo.on.ca/consultation/>. You can find a video regarding this proposed amendment, featuring SPC committee member Allan Rothwell, at this YouTube link: [this https://youtu.be/hMFW9J0yZFY](https://youtu.be/hMFW9J0yZFY)

Comments received through pre-consultation will be reviewed by the Source Protection Committee prior to public consultation. **The deadline for pre-consultation comments is October 14, 2022.** Comments may be submitted via email to dclarkson@abca.ca or mailed to the address below.

If you have questions, please contact Drinking Water Source Protection Co-Supervisors, Donna Clarkson dclarkson@abca.ca 519-335-3557 ext.224 or Mary Lynn MacDonald mmacdonald@abca.ca 519-235-2610 ext. 247.

Sincerely,

Matt Pearson
Chair, Source Protection Committee
Ausable Bayfield Maitland Valley Source Protection Region

New proposed policy directed to Municipalities:

Note: policy is legally binding for wellhead protection areas, and non-binding for other vulnerable areas

Policy O.11.7 – Education and Outreach for Vulnerable Areas

Each municipality within the Source Protection Areas where drinking water threats could occur shall:

- 1) Develop and deliver an ongoing education and outreach program to affected landowners and stakeholders to increase awareness of the vulnerable areas and the need to protect drinking water;
- 2) Harmonize the program with any existing education and outreach programs and share with other municipalities where this would increase efficiency and reduce cost;
- 3) Consult and collaborate with Ontario Ministries, local Public Health, and Conservation Authorities (or other agencies) to assist with the development and delivery of the education and outreach program where possible;
- 4) Promote best management practices and voluntary action to protect sources of drinking water; and
- 5) Update educational information as required

Effective Date: Within five years of the Plans, or any plan amendment, as applicable, taking effect.

FAQ**What is a source protection plan?**

A source protection plan aims to protect sources of municipal drinking water from activities that are, or would become, significant drinking water threats. In the ABMV region, significant threats may occur in wellhead protection areas. Activities may be moderate or low threats in other vulnerable areas.

What are the Vulnerable Areas?

There are four types of vulnerable areas under the *Clean Water Act, 2006*:

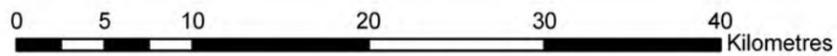
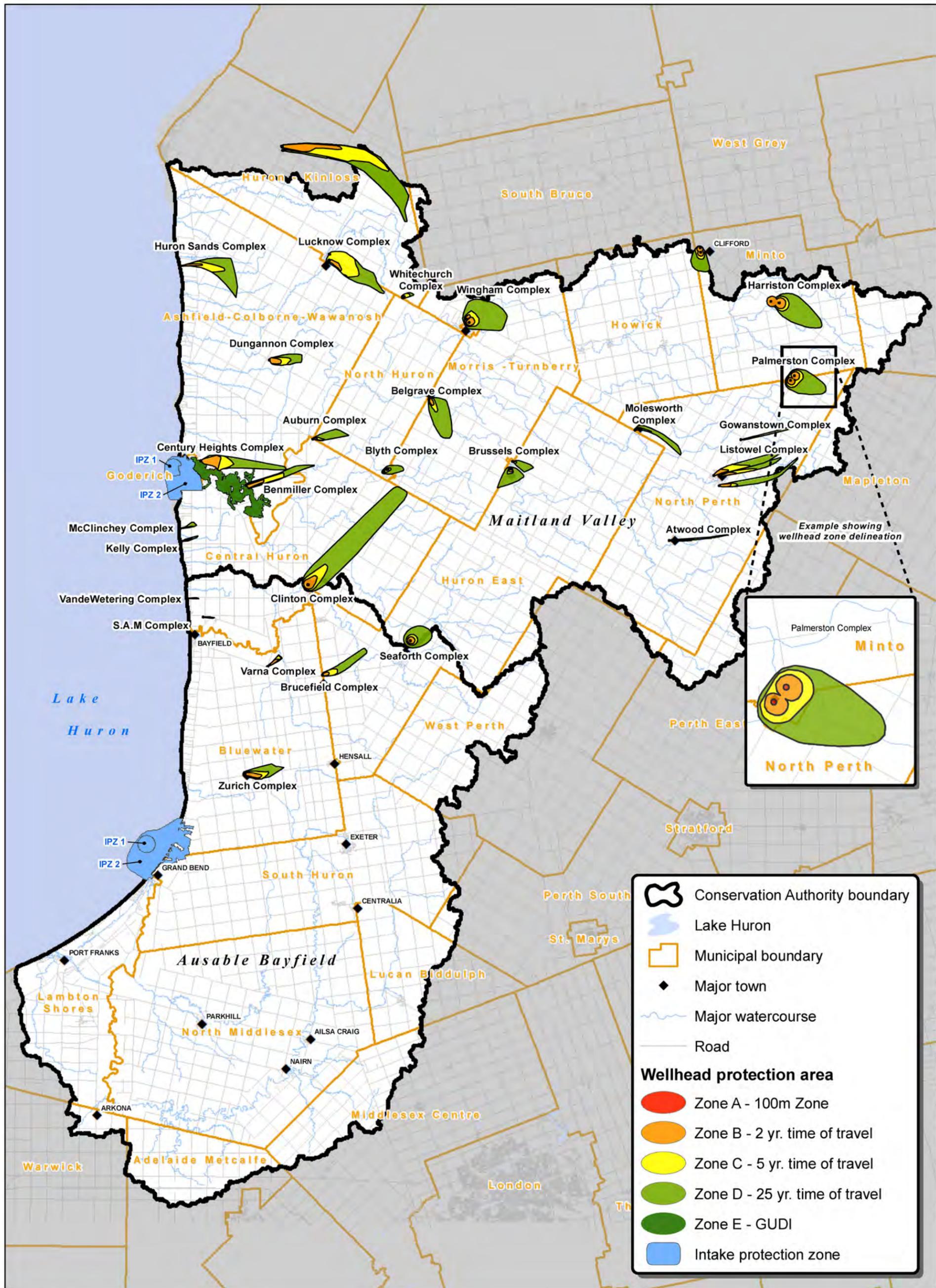
- Wellhead Protection Area (WHPA);
- Intake Protection Zone (IPZ);
- Highly Vulnerable Aquifer (HVA); and
- Significant Groundwater Recharge Area (SGRA)

How do the policies affect municipalities in the ABMV region?

Source Protection Plan policies are legally binding ('must conform to') for wellhead protection areas where the activity is a significant threat, and non-binding ('have regard for') in other vulnerable areas in the Ausable Bayfield and Maitland Valley watersheds.

For more information:

Go to <https://www.sourcewaterinfo.on.ca/> to find the Source Protection Plans and maps. There are also numerous fact sheets and videos available to support education and outreach to your residents. Source protection staff are available to assist you.



**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 090-22

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF THE WINTER MAINTENANCE AGREEMENT BETWEEN INTEGRATED MAINTENANCE AND OPERATIONS SERVICE INC. OPERATING UNDER THE NAME OF “OWEN SOUND HIGHWAY MAINTENANCE LIMITED” (IMOS) AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

WHEREAS The Corporation of the Township of Wellington North and Integrated Maintenance and Operations Service Inc. operating under the name of “Owen Sound Highway Maintenance Limited” (IMOS) wish to enter into an agreement for winter maintenance services (Arthur and Mount Forest).

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH ENACTS AS FOLLOWS:

1. That the Corporation of the Township of Wellington North enter into an agreement with Integrated Maintenance and Operations Service Inc. operating under the name of “Owen Sound Highway Maintenance Limited” (IMOS) in substantially the same form as the agreements attached hereto as Schedule “A” and “B”.
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 29TH DAY OF AUGUST, 2022.**

ANDREW LENNOX, MAYOR

KARREN WALLACE CLERK

This Agreement for winter maintenance services made this ____ day of _____, 2022

BETWEEN:

Integrated Maintenance and Operations Services Inc.
Operating under the name of "Owen Sound Highway Maintenance
Limited"

(Hereinafter referred to as "IMOS")

-And-

The Corporation of the Township of Wellington North

(Hereinafter referred to as the "Municipality")

WHEREAS Highway 6 within the limits of the former Town of Arthur is under the jurisdiction of the Municipality and connects to Highway 6;

AND WHEREAS IMOS will travel over Highway 6 within the limits of the former Town of Arthur in order to maintain Highway 6;

AND WHEREAS the Municipality has requested that IMOS provide winter maintenance services on Highway 6 within the limits of the former Town of Arthur.

AND WHEREAS IMOS has agreed to provide such winter maintenance services on Highway 6 within the limits of the former Town of Arthur upon the terms and conditions set out herein.

NOW THEREFORE in consideration of the covenants in this Agreement and for other good and valuable consideration (the receipt and sufficient of which are hereby acknowledged), the parties hereto agree as follows:

1. **Term:** IMOS hereby agrees to provide the winter maintenance services on Highway 6 within the limits of the former Town of Arthur from 12:01 a.m. October 15, 2022 until 11:59 p.m. April 30, 2023.

2. **Level of Service:** IMOS hereby agrees to provide such winter maintenance services and at the level of service specified in attached Schedule "A" to this Agreement.

3. **Contacts:**

IMOS' contact shall be:

Greg Smart, Operations Manager
PO Box 309
Chatsworth, ON N0H 1G0
(519) 387-0563

The Municipality's contact shall be:

Dale Clark, Director of Operations
The Corporation of the Township of Wellington North
7490 Sideroad 7 West, PO Box 125
Kenilworth, ON N0G 2E0

4. **Indemnification:** The Municipality shall indemnify and hold harmless IMOS and its contractors, agents, their officers and employees from and against all claims, demands, losses, expenses, costs, damages, actions suits or proceedings by third parties, hereinafter called "Claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the services, unless such Claims are:

- a) caused by negligent acts of IMOS or its contractor or anyone for whose acts IMOS or its contractors may be liable; and,

5. **Insurance:** The Municipality shall maintain, in full force and effect, adequate liability insurance at all times and throughout the term of this Agreement.

6. **Payment:** The Municipality hereby agrees to pay IMOS two lump sum payments of \$4,478.03 plus HST for the winter maintenance services provided by IMOS pursuant to this Agreement. Invoices will be issued by IMOS to the Municipality on December 31st, 2022 and February 28th, 2023.

7. **Authority:** The Municipality warrants that it has taken all necessary steps, done all acts, passed all by-laws and obtained all approvals required to give it the authority to enter into this Agreement.

IN WITNESS WHEREOF IMOS and the Municipality, by their duly authorized representatives, have hereunto set their signatures on the dates herein written below.

IMOS

The Corporation of the Township of
Wellington North



Greg Smart, Operations Manager
Owen Sound Highway Maintenance Ltd.

Mayor

Clerk

Schedule 'A'

IMOS agrees to make best effort to maintain one lane in each direction of the Municipality's Connecting Link as a Class 2 Highway in accordance with the Ministry of Transportation's Maintenance Quality Standards 701. The following points also form part of this agreement:

1. The agreement must be renewed annually. IMOS cannot guarantee that the work can be undertaken in subsequent years and will notify the municipality by no later than September 1st, 2018 if unable to provide future service.
2. The level of service will include patrolling, plowing, sanding and salting.
3. Where IMOS is unable to meet the service requirements of the Ministry of Transportation's Maintenance Quality Standards 701, it shall notify the Township of such as soon as practicable but no later than 12 hours following the failure to meet said service standard.
4. Snow removal adjacent to the through lanes will not be included in this agreement.

This Agreement for winter maintenance services made this ____ day of _____, 2022

BETWEEN:

Integrated Maintenance and Operations Services Inc.
Operating under the name of “Owen Sound Highway Maintenance
Limited”

(Hereinafter referred to as “IMOS”)

-And-

The Corporation of the Township of Wellington North

(Hereinafter referred to as the “Municipality”)

WHEREAS Highway 6 and 89 within the limits of the former Town of Mount Forest is under the jurisdiction of the Municipality and connects to Highway 6 and 89;

AND WHEREAS IMOS will travel over Highway 6 and Highway 89 within the limits of the former Town of Mount Forest in order to maintain Highway 6 and Highway 89;

AND WHEREAS the Municipality has requested that IMOS provide winter maintenance services on Highway 6 and Highway 89 within the limits of the former Town of Mount Forest.

AND WHEREAS IMOS has agreed to provide such winter maintenance services on Highway 6 and Highway 89 within the limits of the former Town of Mount Forest upon the terms and conditions set out herein.

NOW THEREFORE in consideration of the covenants in this Agreement and for other good and valuable consideration (the receipt and sufficient of which are hereby acknowledged), the parties hereto agree as follows:

1. **Term:** IMOS hereby agrees to provide the winter maintenance services on Highway 6 and Highway 89 within the limits of the former Town of Mount Forest from 12:01 a.m. October 15, 2022 until 11:59 p.m. April 30, 2023.

2. **Level of Service:** IMOS hereby agrees to provide such winter maintenance services and at the level of service specified in attached Schedule “A” to this Agreement.

3. **Contacts:**

IMOS’ contact shall be:

Greg Smart, Operations Manager
PO Box 309
Chatsworth, ON N0H 1G0
(519) 387-0563

The Municipality’s contact shall be:

Dale Clark, Director of Operations
The Corporation of the Township of Wellington North
7490 Sideroad 7 West, PO Box 125
Kenilworth, ON N0G 2E0

4. **Indemnification:** The Municipality shall indemnify and hold harmless IMOS and its contractors, agents, their officers and employees from and against all claims, demands, losses, expenses, costs, damages, actions suits or proceedings by third parties, hereinafter called "Claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the services, unless such Claims are:

- a) caused by negligent acts of IMOS or its contractor or anyone for whose acts IMOS or its contractors may be liable; and,

5. **Insurance:** The Municipality shall maintain, in full force and effect, adequate liability insurance at all times and throughout the term of this Agreement.

6. **Payment:** The Municipality hereby agrees to pay IMOS two lump sum payments of \$16,128.38 plus HST for the winter maintenance services provided by IMOS pursuant to this Agreement. Invoices will be issued by IMOS to the Municipality on December 31st, 2022 and February 28th, 2023.

7. **Authority:** The Municipality warrants that it has taken all necessary steps, done all acts, passed all by-laws and obtained all approvals required to give it the authority to enter into this Agreement.

IN WITNESS WHEREOF IMOS and the Municipality, by their duly authorized representatives, have hereunto set their signatures on the dates herein written below.

IMOS

The Corporation of the Township of Wellington North



Greg Smart, Operations Manager
Owen Sound Highway Maintenance Ltd.

Mayor

Clerk

Schedule 'A'

IMOS agrees to make best effort to maintain one lane in each direction of the Municipality's Connecting Link as a Class 2 Highway in accordance with the Ministry of Transportation's Maintenance Quality Standards 701. The following points also form part of this agreement:

1. The agreement must be renewed annually. IMOS cannot guarantee that the work can be undertaken in subsequent years and will notify the municipality by no later than September 1st, 2018 if unable to provide future service.
2. The level of service will include patrolling, plowing, sanding and salting.
3. Where IMOS is unable to meet the service requirements of the Ministry of Transportation's Maintenance Quality Standards 701, it shall notify the Township of such as soon as practicable but no later than 12 hours following the failure to meet said service standard.
4. Snow removal adjacent to the through lanes will not be included in this agreement.

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 091-22

**BEING A BY-LAW TO PROVIDE FOR ACTUAL COST TO PROVIDE
FOR A DRAINAGE WORKS IN THE TOWNSHIP OF WELLINGTON
NORTH IN THE COUNTY OF WELLINGTON, KNOWN AS WAYNE
COLE DRAINAGE WORKS (ARTHUR)**

WHEREAS, Township of Wellington North approved the engineer's report dated prepared by K. Smart and John Kuntz, dated April 21, 1980;

AND WHEREAS repairs were required to the Drain and the work was completed in 2021.

AND WHEREAS, the actual cost of the drainage works is \$1,390.13

NOW THEREFORE the Council of the Corporation of the Township of Wellington North enacts as follows:

1. **THAT** the actual cost of the drainage works is \$1,390.13 as outlined in Schedule "A" attached hereto and forming part of this By-law.
2. **THAT** this By-law shall come into force and take effect upon the final passage hereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 29TH DAY OF AUGUST, 2022.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

**SCHEDULE A - SCHEDULE OF ASSESSMENT
WAYNE COLE DRAIN REPAIR 2020
TOWNSHIP OF WELLINGTON NORTH**

Con	Lot	Roll No.	1980 Owner	Current Owner	1980 Assess.	2020 Repair	1/3 Grant	NET ASSESS.	
Township of Arthur									
	8	S½ 26 & WPt 27	10-082	W. Cole		2,272	357.12	119.04	238.08
*	8	E Pt 27	10-084	J. Gross		295	46.37	0.00	46.37
	9	E Pts 26 & 27	10-085	C. Cole		5,699	895.79	298.60	597.19
*	9	Pt 27	10-087	N. McFadden		17	2.67	0	2.67
Total Assessments on Lands:						8,283	1,301.96	417.64	884.32
Road Con 8 & 9				Township of Arthur		603	94.78	0	94.78
1/2 Highway 9				MTO	County of Wellington	565	88.81	0	88.81
Total Assessments on Roads:						1,168	183.59	0	183.59
TOTAL ASSESSMENTS TOWNSHIP OF ARTHUR:						9,451	1,485.55	417.64	1,067.91
Township of Maryborough									
	16	EPt 11 & NWPt 12	13-106	C. W. Cole		1,055	165.83	55.28	110.55
	16 & 17	Pt 12	13-104	S. Ross		658	103.43	34.48	68.95
*	17	Pt 13 (Lot 12)		T. Romavtarsingh		2	0.31	0	0.31
*	17	Pt 13 (Lot 14)		E. Romavtarsingh		13	2.04	0	2.04
*	17	Pt 13 (Lot 16)		T. Romavtarsingh		20	3.14	0	3.14
*	17	Pt 13 (Lot 7&8)		E. Romavtarsingh		20	3.14	0	3.14
*	17	Pt 13 (Lot 20)		G. Petrinac		10	1.57	0	1.57
*	17	Pt 13 (Lot 22)		M. Bucz		10	1.57	0	1.57
*	17	Pt 13 (Lot 24)		P. Krasznai		10	1.57	0	1.57
*	17	Pt 13 (Lot 26)		A. Gyonygyosi		10	1.57	0	1.57
*	17	Pt 13 (Lot 28)		M. Bucz		10	1.57	0	1.57
*	17	Pt 13 (Lot 30)		A. Zolnay		13	2.04	0	2.04
*	17	Pt 13 (Lot 32)		L. Zolnay		15	2.36	0	2.36
*	17	Pt 13 (Lot 34)		A. Zolnay		17	2.67	0	2.67
*	17	Pt 13 (Lot 36)		K. Zolnay		17	2.67	0	2.67
*	17	Pt 13 (Lot 38)		M. Psutka		4	0.63	0	0.63
Total Assessments on Lands:						1,884	296.14	89.76	206.38
Road Lots 12 & 13				Twp of Maryborough	Mapleton	129	20.28	0	20.28
Road Con 16 & 17				Twp of Maryborough	Mapleton	43	6.76	0	6.76
1/2 Townline				MTO	County of Wellington	565	88.81	0	88.81
Total Assessments on Roads:						737	115.84	0	115.84
TOTAL ASSESSMENTS TOWNSHIP OF MARYBOROUGH						2,621	411.98	89.76	322.22
TOTAL ASSESSMENTS WAYNE COLE DRAIN REPAIR:						12,072	1,897.53	507.40	1,390.13

* - Denotes non-agricultural properties, and therefore not eligible for grant.

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 092-22

**BEING A BY-LAW TO PROVIDE FOR ACTUAL COST TO PROVIDE
FOR A DRAINAGE WORKS IN THE TOWNSHIP OF WELLINGTON
NORTH IN THE COUNTY OF WELLINGTON, KNOWN AS BRANDY
CREEK DRAINAGE WORKS (PEEL)**

WHEREAS, Township of Wellington North approved the engineer's report dated prepared by Gamsby and Mannerow Limited, dated January 10, 1969

AND WHEREAS repairs were required to the Drain and the work was completed in 2021.

AND WHEREAS, the actual cost of the drainage works is \$1,714.14

NOW THEREFORE the Council of the Corporation of the Township of Wellington North enacts as follows:

1. **THAT** the actual cost of the drainage works is \$1,714.12 as outlined in Schedule "A" attached hereto and forming part of this By-law.
2. **THAT** this By-law shall come into force and take effect upon the final passage hereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 29TH DAY OF AUGUST, 2022.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

**SCHEDULE OF ASSESSMENTS
BRANDY CREEK DRAINAGE WORKS REPAIR 2021
Township of Wellington North**

						"A" DRAIN					"B" DRAIN						
Con	Lot	Roll No	1969 Owner	2008 Owner	Ha Affect	Benefit	Outlet	1969 Total	2021 Assess	1/3 Grant	Benefit	Outlet	1969 Total	2021 Assess	1/3 Grant	2021 Total A & B	Total Net Assess
<i>Township of Wellington North</i>																	
19	Pt 10, 11	017-14600	B. Richardson	K. & B. Fair	6.1	73.00	339.00	412.00	136.99	45.66	187.00	69.00	256.00	111.82	37.27	248.81	165.88
19	Pt 10, 11	017-14300	I. Maksymuk	T., A. & M. Coffey	8.5	620.00	209.00	829.00	275.63	91.88	75.00	6.00	81.00	35.38	11.79	311.01	207.34
19	Pt 20	017-14350	I. Maksymuk	G. & A. McNaught	0.8		42.00	42.00	13.96				-			13.96	13.96
19	Pt 20	017-14360	I. Maksymuk	S. & S. Hummel	0.4		20.00	20.00	6.65				-			6.65	6.65
19	19	017-16100	V. Donnell	V. & N. Viosin	20.2		1,031.00	1,031.00	342.80	114.27			-			342.80	228.53
Total Lands Twp Wellington						693.00	1,641.00	2,334.00	776.03	251.81	262.00	75.00	337.00	147.20	49.06	923.23	622.36
Concession Road 18-19			Twp. Of Peel	Wellington North		112.50	164.50	277.00	92.10		65.00	24.00	89.00	38.87		130.97	130.97
Sideroad 18-19			Twp. Of Peel	Wellington North			49.50	49.50	16.46		-	-	-	-		16.46	16.46
Total Roads						112.50	214.00	326.50	108.56	-	65.00	24.00	89.00	38.87	-	147.43	147.43
Total Assessments Twp of Wellington North:						805.50	1,855.00	2,660.50	884.59	251.81	327.00	99.00	426.00	186.07	49.06	1,070.66	769.79
<i>Mapleton Township</i>																	
18	12	006-11200	S. Zeiman	Triaro Farms Inc.	25.2	217.00	1,206.99	1,423.99	473.46	157.82			-	-	-	473.46	315.64
18	12	006-11250			0.7		34.01	34.01	11.31				-			11.31	11.31
18	E½ 11	006-11300	H. Heinzer	A. Pronk	17.4		561.77	561.77	186.78	62.26	187.00	384.00	571.00	249.40	83.13	436.18	290.79
18	E½ 11	006-11350			0.4		13.23	13.23	4.40				-			4.40	4.40
18	W½ 11	006-11400	F. Gravelle	C. Pronk	12.1		378.00	378.00	125.68	41.89		228.00	228.00	99.59	33.20	225.27	150.18
19	18	006-16200	H. Coughlin	J. & L. Teselink	2.8		111.00	111.00	36.91	12.30			-			36.91	24.61
Total Lands Twp Mapleton						217.00	2,305.00	2,522.00	838.54	274.27	187.00	612.00	799.00	348.99	116.33	1,187.53	796.93
Concession Road 18-19			Twp. Of Peel	Mapleton Twp.		112.50	164.50	277.00	92.09		65.00	24.00	89.00	38.87		130.96	130.96
Sideroad 18-19			Twp. Of Peel	Mapleton Twp.			49.50	49.50	16.46		-	-	-	-		16.46	16.46
Total Roads						112.50	214.00	326.50	108.55	-	65.00	24.00	89.00	38.87	-	147.42	147.42
Total Assessment Mapleton Twp:						329.50	2,519.00	2,848.50	947.09	274.27	252.00	636.00	888.00	387.86	116.33	1,334.95	944.35
Total Assessment on Brandy Creek Drain Repair:						1,135.00	4,374.00	5,509.00	1,831.68	526.08	579.00	735.00	1,314.00	573.93	165.39	2,405.61	1,714.14

* Not Farm Tax Rated.

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 093-22

**BEING A BY-LAW TO AMEND BY-LAW 101-18 BEING A BY-LAW
OF THE CORPORATION OF THE TOWNSHIP OF WELLINGTON
NORTH TO PROVIDE FOR DRAINAGE WORKS IN THE TOWNSHIP
OF WELLINGTON NORTH KNOWN AS WEST LUTHER DRAIN 19
(BRUBACHER) IMPROVEMENT DRAIN**

WHEREAS the Council of the Township of Wellington North deems it necessary to amend By-law 101-18 by replacing the contents of By-law 101-18 as follows:

WHEREAS the Council of the Township of Wellington North has procured a report under Sections 4 and 78 of the *Drainage Act* to improve the existing West Luther Drain 19 and address the petition received.

AND WHEREAS pursuant to Section 8 of the Act, on July 10, 2017, K. Smart Associates Limited was appointed by Council Resolution 2017-286 to prepare a report pursuant to the Drainage Act.

AND WHEREAS a report dated August 31, 2018 was authored by Neal Morris, P. Eng., K. Smart Associates Limited;

AND WHEREAS the estimated total cost of constructing the drainage works, including engineering costs was \$177,715.00;

AND WHEREAS Council is of the opinion that drainage of this area desirable

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH HEREBY ENACTS AS FOLLOWS:**

1. **THAT** the report dated August 31, 2018, authored by K. Smart Associates Limited is hereby adopted and the drainage works therein is hereby authorized and shall be completed as set out in the report that forms part of this By-law as Schedule "A".
2. **THAT** this by-law shall be cited as the West Luther Drain 19 Brubacher Improvement By-law.

3. **THAT** this By-law shall take effect and comes into full force and effect upon the day of third reading and passage thereof.

READ A FIRST, SECOND AND THIRD TIME THIS 29TH DAY OF AUGUST, 2022.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

ENGINEERING REPORT

For

**WEST LUTHER DRAIN 19
(BRUBACHER IMPROVEMENT)**

Township of Wellington North

(Geographic Township of West Luther)

County of Wellington

Date: August 31, 2018

File No. 17-276



K. SMART ASSOCIATES LIMITED

Kitchener

Sudbury

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SCHEDULE B – SCHEDULE OF ASSESSMENTS FOR MAINTENANCE

SCHEDULE C – SCHEDULE FOR ACTUAL COST BYLAW

APPENDIX A – CALCULATION OF ASSESSMENTS FOR SCHEDULE A

SPECIFICATIONS

- Section 200 – General Conditions
- Section 300 – Special Provisions (See Drawing 8 of 8)
- Section 400 – Standard Specifications for Construction of Drains
- Section 410 – Standard Specifications for Open Drains
- Section 420 – Standard Specifications for Tile Drains

DRAWINGS 1 TO 8

Definitions:

“Act” means The Drainage Act RSO 1990

“CSP” means Corrugated Steel Pipe

“Drain” means West Luther Drain 19 (Brubacher Improvement)

“Grant” means grant paid under Agricultural Drainage Infrastructure Program

“GRCA” means Grand River Conservation Authority

“HDPE” means High Density Polyethylene

“Municipality” means Township of Wellington North

“OMAFRA” means the Ontario Ministry of Agriculture, Food and Rural Affairs

“Tribunal” means Agriculture, Food and Rural Affairs Appeal Tribunal

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August 31, 2018

File No. 17-276

WEST LUTHER DRAIN 19 (BRUBACHER IMPROVEMENT)

TOWNSHIP OF WELLINGTON NORTH

1 EXECUTIVE SUMMARY

This report is prepared pursuant to Sections 4 and 78 of the Drainage Act RSO 1990 (the Act).

On July 8, 2017 the Municipality received a petition from Duane and Marlene Brubacher for enclosing an existing drain, West Luther Drain, Branch E in the N Pt Lot 3, Concession 10 and S Pt Lot 3, Concession 11 (West Luther Twp). Pursuant to Section 8 of the Act, on July 10, 2017, K. Smart Associates Limited was appointed by resolution of Council (Resolution 2017-286) to prepare a report pursuant to the Drainage Act.

To address the petition received, this report recommends the following:

Branch D

- Excavation/widening of 300m of open drain

Branch E

- Filling in 752m of existing ditch and grading it as an overflow swale
- 752m of closed drain

Branch F

- 173m of closed drain beside existing drain
- The estimated cost of this project is \$177,715.
- The watershed served is approximately 150.3 hectares (371.4 acres).

Assessment schedules are provided for construction and future maintenance of the drainage works.

- Schedule A shows the assessment of the total estimated cost
- Schedule B will be used for prorating future maintenance cost

- Schedule C will be used for levying the final cost of the Drain and it indicates estimated net assessments after deducting grants and allowances where applicable.
- Appendix A illustrates the calculation of the assessments outlined in Schedule A.

2 DRAINAGE HISTORY

The West Luther Drain 19 was constructed in accordance with a report of James A. Howes, OLS, dated January 15, 1966 and consisted of a Main Drain and Branches A to N.

The proposed work in this 2018 report involves a portion of Branch D, Branch E and the lower portion of Branch F. In 1966 Branch D consisted of 6,425' (1,958.3m) of open ditch, Branch E consisted of 2,555' (778.8m) of open ditch and Branch F consisted of 3,070' (935.7m) of closed (tile) drain.

3 INVESTIGATION

3.1 On-Site Meeting

On August 15, 2017 an on-site meeting was held in accordance with Section 9(1) and 9(2) of the Act. Notice of the meeting was sent to all landowners believed to be in the Branch E watershed and the affected agencies.

The following were in attendance:

Duane Brubacher (Roll No's. 015-17602 and 016-02600); Paul Culp (Roll No. 015-17700); Clarence and Jason Pronk (Roll No. 016-02400); Garth Noecker (Drainage Superintendent) and Neal Morris, P.Eng. (K. Smart Associates Limited)

Mr. Brubacher wanted to enclose Branch E and would like to be on site when the survey is done. He also wants existing tiles (outlets) connected to the new tile. He would like to know the costs of different tile sizes. He provided/made a tile outlet for Roll No. 015-17810 (R., R. & L. May property). There is a surface culvert across the road (Sideroad 3). He wants to be able to farm the overflow swale.

The Pronks' land is tiled and has a tile outletting into the northwest corner of the intersection of Line 10 and Sideroad 3. The soil is mostly stone free. Investigate costs to make a new road crossing for the tile.

Mr. Culp wanted to know the costs to enclose the ditch on their property.

3.2 Site Examination and Survey

The route of the existing drain was examined after the on-site meeting and on several occasions during September and October 2017 and in July 2018. Topographic survey was completed in September and October 2017 along a portion of Branch D, along all of Branch E and along the lower part of Branch F.

3.3 Watershed Description

The perimeter watershed of the Drain has been established based on site investigation, topographic information and historical reports.

Land use in the watershed is predominately agricultural except for road allowances, scattered bush areas and several residential lots.

4 AUTHORITY FOR REPORT

Section 4 of the Drainage Act provides for construction of new drainage works for an area requiring drainage. As a result of discussions at the on-site meeting and site examination, the area requiring drainage was determined to be the north part of Lot 3, Concession 10 and the south part of Lot 3, Concession 11 (West Luther Twp.) in the Branch E watershed. The signatures on the petition represent greater than 60% of the area, thus the petition is valid in accordance with Section 4(1)(b) of the Drainage Act. The Township of West Luther recommends that landowners submit a petition for improved drainage and drainage improvements.

It has been determined at the on-site meeting and site examination that improvements will also be required to Branch D downstream of Branch E and also to Branch F.

Section 78 of the Drainage Act provides for the repair and improvement of an existing drain constructed under the Drainage Act through a new Engineer's report. The West Luther Drain 19 was constructed under the Drainage Act and it has been determined from the landowner's petition under Section 4 and requests for improvement at the on-site meeting and site examination that the Branches D, E and F require improvement. Therefore, this report is properly initiated under Section 78 of the Drainage Act. Under a Section 78 report, there can be no upstream extensions of the existing drain.

5 DESIGN CONSIDERATIONS

5.1 Sufficient Outlet

Section 15 of the Act requires that proposed work be continued downstream to a sufficient outlet. Section 1 of the Act defines sufficient outlet as "a point at which water can be discharged safely so that it will do no damage to lands or roads." For

this project, it was determined that the existing Branch D downstream of the proposed work provides sufficient outlet and will allow the proposed works to function as intended.

5.2 Drain Capacity (Sizing)

The open ditch portion of the drain is designed to provide adequate depth for tile drain outlets and will also convey the 2-year storm within the channel cross-section. It is customary for open municipal drains serving agricultural or rural lands to be sized for a 2-year storm.

Branch D was widened to provide additional fill for the enclosure of Branch E and to increase the aquatic habitat.

The size of the proposed tile drain was determined using the Drainage Coefficient Method outlined in the *Drainage Guide for Ontario*, published by OMAFRA. The drainage coefficient is a measure of the amount of runoff that a closed drain can remove from an upstream watershed in a 24-hour period. Based on review of the watershed and discussions with landowners, the proposed Branch E tile drain has been designed for a 25mm (1") drainage coefficient for surface waters and 12.5mm (½") drainage coefficient for subsurface waters tied into the drain. Also the new Branch F tile in combination with the existing tile is designed for a 25mm (1") drainage coefficient.

5.3 Soil Conditions

The Wellington County soils mapping for this area indicates that the soils adjacent to this drain are Listowel silt loam (imperfect drainage, smooth level and slightly stony) and Harriston silt loam (good drainage, smooth gently sloping and slightly stony). 2:1 side slopes should be stable in this material and should have a low water permeability.

Based on available information, some subsurface stones are expected on this project and the use of conventional construction equipment is anticipated.

6 MEETING(S)

On June 20, 2018 a second meeting with landowners was held. Notice for the meeting was sent to all landowners in the watershed, affected agencies and the Municipality. At the meeting the results of the investigation to-date were presented along with a summary of the proposed work/design alternatives and preliminary cost estimates and assessments.

The following were in attendance:

Duane Brubacher (Roll No's. 015-17602 and 016-02600); Karren Wallace (Township Clerk) and Neal Morris, P.Eng. (K. Smart Associates Limited)

Those present at the meeting were in general agreement with the work proposed.

The following input was provided by those in attendance:

Mr. Brubacher wanted the new Branch F tile to cross the road (Line 10) and wants Branch F. He would think about if he wanted to go forward with this. All work except road crossings would be on his property.

A few days after the meeting, Mr. Brubacher was spoken to and indicated that he would purchase the concrete tiles and pipes (HDPE) for Branches E and F that would be needed on his property. He would be given an allowance (Section 31) for the materials.

7 ENVIRONMENTAL CONSIDERATIONS

7.1 Agency Notification

Contact was made with the Grand River Conservation Authority (GRCA)

7.2 Agency Responses

7.2.1 GRCA

The GRCA did not request an environmental appraisal under Section 6 of the Act. The Conservation Authority received notice of public meetings conducted during the course of this project. Based on discussions with the GRCA, Branch D is to be widened to provide additional aquatic habitat.

7.2.2 MNRF

A screening request for species at risk was submitted to MNRF dated January 3, 2018. There has been no response from the Ministry to date.

7.2.3 DFO

The West Luther Drain 19 (Branches D, E and F) is not rated under DFO's drain classification system.

A Request for Review was submitted to DFO on December 15, 2017 along with a project description and drawing package. The response from DFO in a letter dated May 14, 2018 indicated the proposed works are not likely to result in serious harm to fish or prohibited effects on listed aquatic species at risk.

8 RECOMMENDED WORK

8.1 Description of the Work

A description of the Drain for construction and future maintenance is found in the Drawings and Special Provisions on Drawing 8.

8.2 Changes to the Drain After the Bylaw is Passed

If a substantial addition, deletion, or change is made to the drain proposed in this report, a revised report can be prepared and processed through the Act, or an application can be made under the Act to the Drainage Tribunal to recognize the substantial addition, deletion or change. The application to the Tribunal must occur before final costs are levied.

9 CONSTRUCTION CONSIDERATIONS

9.1 Pre-Construction Approvals

Before starting work, the Contractor shall ensure all public utilities are located and shall contact all landowners along the proposed drain route to determine the location of any private utilities. A permit from the GRCA may be required for the proposed work.

Work in the Line 10 road allowance should not require a permit from the Township.

9.2 Construction Scheduling

Construction cannot commence until 10 days after a bylaw to adopt this report is given third reading in accordance with the Act.

The timing windows identified by the DFO require that work is to be done outside of the restricted activity period (March 15 to July 15).

9.3 Minor Adjustments During Construction

Minor changes to the drain may be made during construction if the changes are approved by the Engineer and the Municipality in accordance with the Specifications in this report. Such changes must occur before final costs are levied.

Additional work desired by landowner(s) which is not part of the drainage works may be arranged with the Contractor provided the cost of the work is paid by the landowner(s) and the additional work is reviewed by the Engineer in advance. Such additional work is not part of the drainage works for future maintenance.

9.4 Substantial Alterations to the Drain

Any alterations that would affect the function of the drain which are requested by landowners, agencies or other authorities after the bylaw is passed cannot be undertaken unless the report is amended.

9.5 Alignment of Drains

All drains shall be constructed and maintained generally to the alignment as noted on the plans and specified by the Special Provisions. In the absence of survey bars, existing fences and similar boundary features are assumed to represent property lines.

Should landowners desire a more precise location for the drains in relation to their property line or if there is a dispute about the location of any property line, it is recommended that landowners obtain a legal survey at their own cost prior to construction.

10 DRAWINGS AND SPECIFICATIONS

10.1 Drawings

The location of the drain, watershed boundary and the affected properties are shown on Drawing No. 1 included with this report. The numbers adjacent to the drain are station numbers which indicate in metres the distance along the drains.

The profiles for the Drain are on Drawings 2 and 3. The profiles show the depth and grade for proposed work and future maintenance. Drawings No. 3 to 7 contain the details and cross-sections. Drawing 8 contains the Special Provisions.

10.2 Specifications

This report incorporates the General Conditions, Standard Specifications and Special Provisions listed in the Table of Contents which govern the construction and maintenance of the drain.

11 COST ESTIMATE

The estimated cost of this project includes allowances to owners, the construction cost, the engineering cost and other costs associated with the project.

11.1 Allowances

Sections 29 to 33 of the Drainage Act provides for allowances (compensation) to owners affected by proposed drain construction. On this project, there are only allowances for Section 29 (R-O-W), Section 30 (Damages) and Section 31 (Existing Drains).

Section 29 – Right of Way

Section 29 provides for payment to of an allowance to landowners for right of way required for construction and maintenance of the new drain. This allowance compensates the owners for land to accommodate the drain, access routes to the drain and for a corridor along the drain for construction and maintenance purposes. Current municipal assessment rolls were reviewed to establish land values for computing right of way allowances. On this project, the Section 29 allowances are for the land lost by the widening of the Branch D ditch and are for a 5m width. Section 29 allowances are based on the rates in the following Table.

Table 11.1-1 - Section 29 Allowance Rates

Land Use	Area Land Value
Cultivated Lands	\$ 15,700/ha

There are no Section 29 allowances to private lands in this report along Branches E and F as these were provided in the 1966 report.

Section 30 - Damages

Section 30 provides for payment of an allowance to landowners along the drain for damages caused by the construction of the drain. Where separate access routes to the working area are specified in this report, Section 30 allowances also account for access route damage. In agricultural areas, crop damages are computed based on published crop values and declining productivity loss in the years following construction. For this project, Section 30 allowances are based on the following rates:

Table 11.1-2 - Section 30 Allowance Rates

Land Use	Area Land Value
Cultivated Lands	\$ 4,400/ha

There is a minimum amount of \$100 for damages allowances.

Section 31 – Existing Drains

Section 31 provides for payment of an allowance to the owner of an existing drain that is to be incorporated as part of the new drain. On this project, the allowances are for incorporating the existing tile materials as supplied by the landowner on the D. & M. Brubacher property (Roll No. 015-17602) and consists of 6m of 750mm dia. HDPE pipe, 294m of 675mm dia. concrete tile, 313m of 525mm dia. concrete tile, 139m of 450mm dia. concrete tile on Branch E and 154m of 450mm dia. concrete tile on Branch F. The amounts shown are the material prices.

Summary of Allowances

The following table summarizes the dimensions and amounts of the allowances to be provided under this report.

Table 11.1-3 - Summary of Allowances

Roll Number	R.O.W. Width (m)	(Sec 29) (\$)	Damages Width (m)	(Sec 30) (\$)	Existing Drain Sec. 31 (\$)	Total (\$)
<u>Branch D</u> 015-17602	5	2,300	20	2,200	-	4,500
<u>Branch E</u> 015-17602	-	-	20	6,200	33,510	39,710
<u>Branch F</u> 015-17602	-	-	20	1,400	4,315	5,715
016-02600	-	-	10 x 10	100	-	100
Sub Total Br F	-	-		1,500	4,315	5,815
TOTAL ALLOWANCES:	-	2,300		9,900	37,825	50,025

In accordance with Section 62(3) of the Act, the allowances shown may be deducted from the final assessment levied. Payment to the owner would only be made when the allowance is greater than the final assessment. The allowances are a fixed amount and are not adjusted at the conclusion of construction.

11.2 Construction Cost Estimate

The estimated cost for Labour, Equipment and Materials to construct the proposed drain is outlined in detail in Estimated Costs Summary in Table 11.6-1 Estimated Cost Summary. The construction cost estimate is based on recent costs for comparable work. A contingency amount is included to cover additional work that may be required due to field conditions or minor alterations to the project.

The contract for the drain may be awarded by public tender or quote. If the contract price is more than 33% over the engineer's estimate, Section 59 of the Act requires a Council meeting with the assessed landowners to determine if the project should proceed.

11.3 Engineering Cost Estimate

Engineering costs include report preparation and attending the Council meeting to consider report and Court of Revision

Construction Phase Services may include: preparing tender/quote documents and tender/quote call, review of tenders/quotes, attending pre-construction meeting,

periodic construction inspection, payments, final inspection, post construction follow-up, final cost analysis, prepare and sign grant application.

The cost for report preparation is usually not altered at the conclusion of a project unless the report is referred back or the report is appealed to the Drainage Tribunal which would result in additional costs. The amount shown for meetings is an estimate. Final cost will be based on the actual time required for meetings. The estimate shown for construction phase services is based on past experience and assumes good construction conditions and a Contractor who completes the construction in an efficient manner. The final cost for the construction phase will vary as per the actual time spent during and following drain construction. Engineering costs are summarized in Table 11.6-1 Estimated Cost Summary.

11.4 Estimate of Section 73 Costs

Section 73(2) and 73(3) of the Act direct that the cost of services provided by municipal staff and Council to carry out the Act process shall not form part of the final cost of the drain. However, Section 73(1) outlines that the following costs incurred by the municipality can be included in the cost of the drain: “*cost of any application, reference or appeal and the cost of temporary financing.*”

The estimate of Section 73 (Other) Costs is included to cover the above referenced items from Section 73(1) and primarily provides for interest charges on financing the project until it is completed. This cost estimate may not be adequate to cover legal or engineering costs incurred by or assessed to the municipality should the project be appealed beyond the Court of Revision though such costs will form part of the final drain cost.

The policy for Grant indicates that municipal cost for photo-copying and mailing required to carry out the required procedures under the Act can be included in the final drain cost. This cost estimate includes an allowance for these costs.

11.5 Harmonized Sales Tax

The Harmonized Sales Tax (HST) will apply to most costs on this project. The Municipality is eligible for a partial refund on HST paid, the net 1.76% HST is included in the cost estimates in this report.

11.6 Estimated Cost Summary

Table 11.6-1 Estimated Cost Summary

CONSTRUCTION COST ESTIMATE

Item	Stations	Description	Unit	Quantity	Unit Price	Cost
i) Branch D						
1	0+419 to 0+658	Excavation of 239m of widened ditch 300mm from existing bottom of ditch, 5m width 1.5:1 side slopes including seeding	m	239	32	\$ 7,700
2	0+419 to 0+658	Haul 1840m ³ spoils to STA. 0+683 to 1+410 Br. E	L.S.	1	3,000	3,000
3	0+658	Place 30m ² of 300mm dia. riprap	m ²	30	65	2,000
Sub Total Part i)						\$12,700
ii) Branch E						
4	0+658 to 0+664	Install 6m of 750mm dia. HDPE pipe with rodent gate at outlet using materials supplied by landowner	m	6	97	\$ 580
5	0+658 to 0+958	Fill existing ditch 2m bottom 8:1 side slopes 0.2m deep with spoils from 0+419 to 0+658	m	300	8	2,400
6	0+664 to 0+958	Install 294m of 675mm concrete tile using materials supplied by landowner	m	294	18	5,310
7	0+658 to 0+683	Construct WASCoB including 80m of 0.6m high earth berm, 25m long x 1m wide spillway with 25m ² of riprap, place new 300mm dia. Hickenbottom with 4m of 300mm tubing	L.S.	1	4,000	4,000
8	0+683 to 0+958	Seeding of ditch banks (7m width)	m ²	1,925	3.50	950
9	0+948	Remove 6m long x 1600mm dia. CSP laneway culvert and leave for landowner's salvage	L.S.	1	1,000	1,000
10	0+958	Construct 1200 x 1200mm JB including connections	L.S.	1	3,000	3,000
11	0+958 to 1+271	Install 313m of 525mm dia. concrete tile using materials supplied by landowner	m	313	30	9,445
12	0+958 to 1+419	Fill existing ditch 2m bottom 8:1 side slopes 0.2m deep	m	461	8	4,000
13	1+271	Construct 900 x 1200mm DICB	L.S.	1	28	2,800
14	1+271	Place 4m ² of riprap	m ²	4	65	300
15	1+271 to 1+410	Install 139m of 450mm concrete tile using materials supplied by landowner	m	139	22	3,105
16	1+271	Regrade road ditch to DICB	m	8	33	250
17	1+410	Construct 900 x 1200mm DICB with birdcage grate	L.S.	1	2,800	2,800
Sub Total Part ii)						\$39,940
18	0+000 to 0+154	Install 154m of 450mm dia. concrete tile using materials supplied by landowner	L.S.	154	23	\$ 3,560
19	0+154	Construct 600 x 600mm DICB	L.S.	1	1800	1,800

CONSTRUCTION COST ESTIMATE

Item	Stations	Description	Unit	Quantity	Unit Price	Cost
20	0+154	Place 5m ² of riprap	m ²	5	65	350
21	0+154 to 0+173	19.5m of 400mm dia. HDPE pipe across road by open cut. Twp to replace asphalt.	L.S.	1	14,000	14,000
22	0+173	Construct 600 x 600mm DICB	L.S.	1	1,800	1,800
23	0+173	Place 5m ² of riprap	m ²	5	65	350
24	0+173	6m of 300mm dia. plastic tubing to connect to existing CB	m	6	50	300
Sub Total Part iii)						\$22,160
ii) Contingencies						
25		Lump sum contingency allowance	L.S.	1		\$ 7,480
Net HST (1.76%)						\$ 1,450
TOTAL CONSTRUCTION COST ESTIMATE:						\$ 83,730
ALLOWANCES:						\$ 50,025
ENGINEERING						
Report Preparation						\$ 15,900
Consideration of Report Meeting						1,100
Court of Revision						1,100
Construction Phase Services						12,000
Net HST (1.76%)						530
TOTAL ENGINEERING COSTS:						\$ 30,630
SECTION 73 COSTS						
Printing of report						\$ 300
Printing of tender documents						150
Agencies Permit Fee						500
Interest estimate						3,000
Unforeseen costs						9,150
Net HST (1.76%)						230
TOTAL SECTION 73 COSTS:						\$ 13,330
TOTAL ESTIMATED COST:						\$ 177,715

12 ASSESSMENTS

The Drainage Act requires that the total estimated cost be assessed to the affected lands and roads under the categories of Benefit (Section 22), Outlet Liability (Section 23), Injuring Liability (Section 23), Special Benefit (Section 24) and Increased Cost (Section 26). On this project assessment for Benefit, Special Benefit, Outlet Liability and Increased Cost (Special) Assessment are involved.

12.1 Calculation of Assessments

The method of calculating the assessments for the Drain is illustrated in Appendix A which has been included with this report. Appendix A divides the drain into

intervals. The estimated cost for each interval is then determined. For each interval the first step in the assessment calculation is to determine the benefit assessment to the affected lands and roads, then special assessments to roads and utilities are determined, where applicable. After deducting the total benefit and special assessments from the interval cost the balance of the cost is then assessed as outlet liability on a per hectare basis to all lands and roads in the watershed.

12.2 Benefit Assessments (Section 22 and 24)

Section 22 benefits were determined for lands and roads that receive an improved outlet or improved drainage as a result of this project and are based on the estimated value the drain provides to the property and are not proportional to watershed area.

Section 24 special benefit is assessed to lands where additional work or features are requested that have no effect on the function of the drain. Special benefit examples include hauling spoil offsite, aesthetic improvements and installing lateral drains. In general, Special Benefits are not eligible for grant. Non-grantable benefits relate to work that is not eligible for Grant according to the current OMAFRA policy. Non-proratable benefits are not used to determine the actual cost factor for the final cost levy. Some examples would be lateral drains, culverts or hauling of spoil. Columns with non-grantable and non-proratable are used to complete the final assessment. Table 12.2-1 - Benefit Assessments provides a summary of the benefit assessments.

Table 12.2-1 - Benefit Assessments

Roll Number	Location	Interval	Section 22	Section 24	Total Benefit	Non-grantable	Non-proratable
015-17602	Branch E	1	72,200		72,200	72,200	
015-17602	Branch E	2	47,400		47,400	47,400	
Line 10	Branch E	2	1,600		1,600	1,600	
Sideroad 3	Branch E	2	1,800		1,800	1,800	
015-17602	Branch F	1	5,400		5,400		
Line 10	Branch F	1	1,500		1,500	1,500	
016-02600	Branch F	1	12,000		12,000		

12.3 Outlet Liability Assessments (Section 23)

Section 23(3) of the Drainage Act states that outlet liability assessment is to be based on the volume and rate of flow of the water artificially caused to flow. To satisfy this requirement, the lands and roads in the watershed are assessed on a per hectare basis, with adjustments made to recognize the different amount of runoff generated by different land uses. The basis for the adjustments is 1 hectare of cleared agricultural land contributing both surface and subsurface water to the drain. Land uses with a different runoff rate are adjusted by the factors given in the following table.

Table 12.3-1 - Runoff Factors Table

Land Use	Runoff factor
Agricultural	1
Forest	0.5
Built-up	1.5
Gravel Road	2
Paved Road	3

12.4 Increased Cost (Special) Assessments (Section 26)

Section 26 of the Drainage Act directs that any increased cost due to a public utility (utility) or road authority (road) shall be paid for by that utility or road. This assessment is known as a Special Assessment.

The calculations for estimated special assessments are presented in Table 12.4-1 – Estimated Special Assessments. The equivalent drain cost is based on the length of drain affected by the road allowance or utility right of way and the normal cost of drain construction. The increased cost caused by the road or utility is determined by subtracting the equivalent drain cost from the construction and engineering costs.

Table 12.4-1 – Estimated Special Assessments

Sta.	Road/ Utility	Authority	Construction Cost	Engineering Cost	Equivalent Drain Cost	Net HST	Estimated Special Assess.
Branch F							
0+154 to 0+173	Line 10	Municipality	16,150	4,500	-900	350	\$ 20,100

The construction cost is based on Items 19 to 21 from the Construction Cost Estimate.

The actual special assessments will be determined after construction by inserting the actual construction and engineering costs in the Special Assessments Table. Any additional costs identified by the Engineer will be added to the Special Assessment where appropriate.

The road authority or utility may elect to construct the drain within their right of way with their own forces. In this case, the special assessment is calculated by inserting zero for the construction cost.

If there are increased costs to the drain project due to a utility or road not listed in the Table above, a Special Assessment will be based on the actual costs incurred.

Special Assessments do not apply to future maintenance assessments.

12.5 Assessment Schedules

12.5.1 Schedule A- Schedule of Assessments

The estimated cost for the drainage works in this report is distributed among lands, roads and utilities as shown in Schedule A, the Schedule of Assessments. In Schedule A each parcel of land assessed has been identified by the municipal assessment roll number at the time of the preparation of this report. The size of each parcel was established using the assessment roll information. For convenience only, each parcel is also identified by the owner name(s) from the last revised assessment roll.

12.5.2 Schedule B -Schedule of Assessments for Maintenance

In accordance with Section 74 of the Act, the Drain shall be maintained by the municipality and the cost of maintenance shall be assessed to lands and roads upstream of the maintenance location, prorata with the amounts in Schedule B. The amounts (values) in Schedule B will not be levied with the final cost of the drainage works.

Roll numbers are per the Municipality's last revised assessment roll, names included for convenience. Amounts (values) are not payable at this time, they determine share of future maintenance cost. The Municipality is to determine grant eligibility at the time of future maintenance cost levy.

Schedule B is divided into columns to reflect the different drain intervals where maintenance work may be undertaken. These column intervals assist in identifying upstream lands and roads to be assessed for future maintenance. The percentages shown in Schedule B determine the share of future maintenance to be levied to a property or road. For example, a \$1,000 beaver dam removal or tile repair will result in a \$50 assessment to a property with a 5% maintenance assessment.

A minimum assessment of 0.01% is to be applied to all future small lots in the watershed per interval.

12.5.3 Schedule C – Schedule for Actual Cost Bylaw

After the construction of the drain is certified complete by the Engineer the municipality will determine the actual cost of the drain. Actual assessments will be determined by prorating the actual cost of the drain using Schedule C. Schedule C illustrates the estimated net assessments after deducting allowances and grants from the total assessments shown in Schedule A. Eligibility for grant will be confirmed by the municipality at the time the actual cost is levied. Actual assessments in Schedule C will be levied to the owner of the identified parcel at the time the Actual Cost Bylaw is passed. Roll numbers are per the Municipality's last revised assessment roll, names included for convenience.

13 GRANT

In accordance with the provisions of Section 85 of the Act, a grant not exceeding 1/3 (33-1/3%) may be available on the assessments against lands used for agricultural purposes. Current OMAFRA grant policy defines agricultural lands as privately owned parcels of land which have the Farm Property Class Tax Rate. Based on Municipal assessment roll information, parcels that have the Farm Property Tax Class are identified with an 'F' in the first column of the assessment schedules.

Section 88 of the Act provides for the Municipality to apply for this grant after the construction of the drain is certified complete by the Engineer. The municipality must confirm the Farm Property Tax Class on the assessed parcels at the time the grant application is completed and submitted to OMAFRA. OMAFRA has the authority to determine grant eligibility regardless of the designation herein.

If any portion of the drainage works is not eligible for grant, those ineligible costs have been separately identified in this report.

14 PRIVACY OF LANDS

Although a municipal drain is situated on the property of various landowners, one landowner may not enter another landowner's property by means of the drain. Persons authorized to enter private lands to carry out duties authorized under the Act include: Engineers (or their assistants), Contractors (or their assistants) and the appointed Drainage Superintendents (or their assistants).

15 MAINTENANCE

15.1 General

Section 74 of the Act requires the Drain, as outlined in this report, to be maintained by the Municipality, and the cost of maintenance to be assessed to the upstream lands and roads prorata with the assessments in Schedule B.

Schedule B in this 2018 report only applies to Branches E and F. For Branch D, the schedules, plans, profiles and specifications from the 1966 report are to be used until such time as new schedules and a report have been prepared. For Branch F (upstream of Line 10), the plans, profiles and specifications from the 1966 report are to be used until such time as a new report has been prepared.

All parties affected by the Drain, are encouraged to periodically inspect the drain and report any visible or suspected problems to Municipality.

A right-of-way along the drain and access routes to the drain exist for the Municipality to maintain the drain. The right-of-way for the drain and the drain shall remain free of obstructions. The cost for removing obstructions is the responsibility of the owner.

Any landowner making a new connection to the Drain, shall notify the Drainage Superintendent before making the connection. If the Drainage Superintendent is not notified, the cost to remedy new connections that obstruct or otherwise damage the drain will be the responsibility of the owner.

The discharge of anything but clean, unpolluted water into a drain is regulated by other provincial legislation. Any non-compliance will be reported to the appropriate environmental agency.

Buffer strips along open drains shall be maintained in accordance with the specifications of the governing report.

15.2 Updating Future Maintenance Schedules

To ensure future maintenance assessments are equitable, the assessments provided in this report should be reapportioned under Section 65 when severances or amalgamations occur, when new lands are connected to the Drain or when a land-use change occurs that can be accommodated by the existing Drain. If a future land-use change will cause the drain capacity to be exceeded, a report under Section 4 or 78 may be required to provide increased capacity.

16 BYLAW

This report including the drawings and specifications, assessment schedules and appendices, when adopted by bylaw in accordance with the Act, provides the basis for construction and maintenance of the Drain. The 1966 report shall govern the West Luther Drain 19, grades, shapes and specifications for the Branch D and Branch F upstream of Line 10.

All of which is respectfully submitted,

K. SMART ASSOCIATES LTD.

Near Morris



N. Morris, P. Eng.

mw

**SCHEDULE A - SCHEDULE OF ASSESSMENTS
WEST LUTHER DRAIN 19
(BRUBACHER IMPROVEMENT)
Township of Wellington North**

Con	Lot	Roll No.	Owner	BRANCH E & BRANCH D				BRANCH F				Gross Total (\$)
				Total Ha Affected	Benefit (\$)	Outlet (\$)	Total (\$)	Total Ha Affected	Benefit (\$)	Outlet (\$)	Total (\$)	
<i>Geographic Township of West Luther</i>												
10	Pt 3	015-17600	B. & D. Atkinson	0.60	0	38	38	0.60	0	32	32	70
10	Pt 3	015-17602	D. & M. Brubacher	18.40	119,600	897	120,497	2.60	5,400	93	5,493	125,990
10	Pt 4	015-17810	R., R., & L. May	19.30	0	2,526	2,526	0.00	0	0	0	2,526
10	Pt 4	015-17850	T. Faust & M. Miles	0.90	0	177	177	0.00	0	0	0	177
10	Pt 4	015-17900	0	9.90	0	1,296	1,296	0.00	0	0	0	1,296
10	Pt 4	015-17910	0	1.00	0	196	196	0.00	0	0	0	196
11	Pt 4	016-02375	T. & R. Coe	0.40	0	78	78	0.00	0	0	0	78
11	Pt 4	016-02400	A. Pronk	23.10	0	3,023	3,023	0.00	0	0	0	3,023
11	Pt 3	016-02500	S. & J. Livingston	0.20	0	40	40	0.00	0	0	0	40
11	Pt 3	016-02510	M. Brubacher	11.90	0	544	544	11.40	0	407	407	951
11	Pt 3	016-02600	M. Brubacher	39.40	0	2,305	2,305	32.10	12,000	1,145	13,145	15,450
11	Pt 3	016-02700	R. & C. Hendry	0.20	0	13	13	0.20	0	11	11	24
11	Pt 3	016-02710	R. Hansen	0.10	0	6	6	0.10	0	5	5	11
11	Pt 2	016-02800	M. Brubacher	17.00	0	681	681	17.00	0	578	578	1,259
11	Pt 2	016-02850	0	3.20	0	113	113	3.20	0	96	96	209
Total Assessments on Lands:				145.60	119,600	11,933	131,533	67.20	17,400	2,367	19,767	151,300
Line 10 Township of Wellington North				1.90	1,600	640	2,240	0.40	1,500	43	1,543	3,783
Special Assessment to Line 10				0.00	0	0	0	0.00	20,100	0	20,100	20,100
Sideroad 3 West Township of Wellington North				2.80	1,800	732	2,532	0.00	0	0	0	2,532
Total Assessments on Roads:				4.70	3,400	1,372	4,772	0.40	21,600	43	21,643	26,415
TOTAL ASSESSMENTS ON WEST LUTHER DRAIN 19:				150.30	123,000	13,305	136,305	67.60	39,000	2,410	41,410	177,715

Notes:

1. Roll numbers are per the Municipality's last revised assessment roll, names included for convenience.

**SCHEDULE B - SCHEDULE OF ASSESSMENT FOR FUTURE MAINTENANCE
WEST LUTHER DRAIN 19, BRANCHES E AND F
Township of Wellington North**

Con	Lot	Roll No	1966 Owner	Current Owner	"E" DRAIN (Branch E)					"F" DRAIN (Branch F)				
					Ha.	Benefit	Outlet	%	Total	Ha.	Benefit	Outlet	%	Total
Geographic Township of West Luther					use									
10	Pt 3	15-176	H. Turner	B. & D. Atkinson	0.60	0	0.0	0.0%	-	0.60	-	-	0.0%	-
10	Pt 3	15-176-02	H. Turner	D. & M. Brubacher	18.40	900	0.0	44.9%	900	2.60	330	-	10.1%	330
10	Pt 4	15-178-10	N. Fitzpatrick	R., R., & L. May	19.30	30	72.0	5.1%	102				0.0%	-
10	W Pt 4	15-178-50	N. Fitzpatrick	T. Faust & M. Miles	0.9		3.0	0.2%	3				0.0%	-
10	Pt 4	15-179	J. M. Ryckman	L. & L. Terpstra	9.9		57.0	2.9%	57				0.0%	-
10	Pt 4	15-179-10			1.0		6.0	0.3%	6				0.0%	-
11	Pt 2	16-028-50	F. Bunyan	1054457 Ontario Inc	3.2		9.0	0.5%	9	3.20		108	3.3%	108
11	Pt 2	16-028	N. Fitzpatrick	M. Brubacher	17.0		51.0	2.6%	51	17.00	60	531	18.0%	591
11	Pt N½ 3	16-025	K. Leis	S. & J. Livingston	0.2		1.0	0.1%	1				0.0%	-
11	Pt 3	16-025-10	K. Leis	M. Brubacher	11.9		35.0	1.8%	35	11.40	210	378	17.9%	588
11	Pt 3	16-026	O. Hansen	M. Brubacher	39.4	60	154.0	10.7%	214	32.10	1,290	157	44.0%	1,447
11	S Pt 3	16-027	O. Hansen	R. & C. Hendry	0.2		1.0	0.1%	1	0.20		7	0.2%	7
11	Pt 3	16-027-10	S. S. No.	R. Hansen	0.1		1.0	0.1%	1	0.10		16	0.5%	16
11	Pt 4	16-023-75	H. Clark	T. & R. Coe	0.4		3.0	0.2%	3				0.0%	-
11	4	16-024	H. Clark	A. Pronk	23.1	30	174.0	10.2%	204				0.0%	-
Total Assessment on Lands:					145.6			79.7%	1,587	67.20			94.0%	3,087
Con. Road 8-9			West Luther Township	Twp of Wellington North					-					-
Con. Road 10-11 (Line 10)			West Luther Township	Twp of Wellington North	1.9	90	42.0	6.6%	132	0.40	180	18	6.0%	198
Side Road 3-4 (Sideroad 3 West)			West Luther Township	Twp of Wellington North	2.8	240	33.0	13.7%	273				0.0%	-
Total Assessment on Roads:					4.7			20.3%	405	0.40			6.0%	198
TOTAL ASSESSMENT ON WEST LUTHER DRAIN 19:					150.3	0	0.00	100.0%	1,992	67.60	-	-	100.0%	3,285

Notes:

1. This schedule is for all of "E" Drain (Branch E) and "F" Drain (Branch F).
2. Roll numbers are per the Municipality's last revised assessment roll. Names are included for convenience.
3. Amounts are not payable at this time. They only determine share of future maintenance cost.
4. Determine grant eligibility at the time of maintenance cost levy.

**SCHEDULE C - SCHEDULE FOR ACTUAL COST BYLAW
WEST LUTHER DRAIN 19
(BRUBACHER IMPROVEMENT)
Township of Wellington North**

Farm Tax Rated	Con	Lot	Roll No.	Owner	Grantable Total (\$)	Non-Grantable Total (\$)	1/3 Grant (\$)	Allowances (\$)	NET ASSESS. (\$)
<i>Geographic Township of West Luther</i>									
0	10	Pt 3	015-17600	B. & D. Atkinson	32	38	0		70
F	10	Pt 3	015-17602	D. & M. Brubacher	5,493	120,497	1,831	49,925	74,234
F	10	Pt 4	015-17810	R., R., & L. May	0	2,526	0		2,526
0	10	Pt 4	015-17850	T. Faust & M. Miles	0	177	0		177
0	10	Pt 4	015-17900	0	0	1,296	0		1,296
0	10	Pt 4	015-17910	0	0	196	0		196
0	11	Pt 4	016-02375	T. & R. Coe	0	78	0		78
F	11	Pt 4	016-02400	A. Pronk	0	3,023	0		3,023
F	11	Pt 3	016-02500	S. & J. Livingston	0	40	0		40
F	11	Pt 3	016-02510	M. Brubacher	407	544	136		815
F	11	Pt 3	016-02600	M. Brubacher	13,145	2,305	4,382	100	10,968
0	11	Pt 3	016-02700	R. & C. Hendry	11	13	0		24
0	11	Pt 3	016-02710	R. Hansen	5	6	0		11
F	11	Pt 2	016-02800	M. Brubacher	578	681	193		1,066
F	11	Pt 2	016-02850	0	96	113	32		177
Total Assessments on Lands:					19,767	131,533	6,574	50,025	94,701
M		Line 10		Township of Wellington North	1,543	2,240	0		3,783
S		Special Assessment to Line 10			20,100	0	0		20,100
M		Sideroad 3 West		Township of Wellington North	0	2,532	0		2,532
Total Assessments on Roads:					21,643		0	0	26,415
TOTAL ASSESSMENTS ON WEST LUTHER DRAIN 19:					41,410		6,574	50,025	121,116

Notes:

1. Roll numbers are per the Municipality's last revised assessment roll, names included for convenience.
2. "F" denotes lands with current Farm Property Tax Class designation that may qualify for grant.
3. Net assessment is levied to the owner at the time of actual cost levy.
4. Grant eligibility subject to farm property tax class at time of actual cost levy.

August 31, 2018

**APPENDIX A - CALCULATION OF ASSESSMENTS FOR SCHEDULE A
WEST LUTHER DRAIN 19
(BRUBACHER IMPROVEMENT)
Township of Wellington North**

Interval		Interval 1 Branch E 0+658 to 0+958 & Branch D 0+419 to 0+658 (015-17602)			Interval 2 Branch E 0+958 to 1+410 (015-17602)			Interval 1 Branch F 0+000 to 0+173 (015-17602 & Line 10)								
Cost Estimate																
Allowances		25,760			18,450			5,815								
Construction		33,510			25,410			24,810								
Engineering		13,535			9,360			7,735								
Other Costs		6,005			4,275			3,050								
TOTAL ESTIMATED COSTS		78,810			57,495			41,410								
Roll No.	Owner	Total ha Affected	Total ha			Total ha			Total ha							
			Benefit	Adjusted	Outlet	Benefit	Adjusted	Outlet	Benefit	Adjusted	Outlet					
<i>Geographic Township of West Luther</i>																
015-17600	B. & D. Atkinson	0.60		0.90	38		0.00	0		0.90	32					
015-17602	D. & M. Brubacher	18.40	72,200	18.40	773	47,400	1.40	124	5,400	2.60	93					
015-17810	R., R., & L. May	19.30		19.30	811		19.30	1,715		0.00	0					
015-17850	T. Faust & M. Miles	0.90		1.35	57		1.35	120		0.00	0					
015-17900	0	9.90		9.90	416		9.90	880		0.00	0					
015-17910	0	1.00		1.50	63		1.50	133		0.00	0					
016-02375	T. & R. Coe	0.40		0.60	25		0.60	53		0.00	0					
016-02400	A. Pronk	23.10		23.10	971		23.10	2,052		0.00	0					
016-02500	S. & J. Livingston	0.20		0.30	13		0.30	27		0.00	0					
016-02510	M. Brubacher	11.90		11.90	500		0.50	44		11.40	407					
016-02600	M. Brubacher	39.40		39.40	1,656		7.30	649	12,000	32.10	1,145					
016-02700	R. & C. Hendry	0.20		0.30	13		0.00	0		0.30	11					
016-02710	R. Hansen	0.10		0.15	6		0.00	0		0.15	5					
016-02800	M. Brubacher	17.00		16.20	681		0.00	0		16.20	578					
016-02850	0	3.20		2.70	113		0.00	0		2.70	96					
Line 10	Township of Wellington North	1.90	0	5.70	240	1,600	4.50	400	1,500	1.20	43					
Special Assessment to Line 10				0.00	0		0.00	0	20,100	0.00	0					
Sideroad 3 West	Township of Wellington North	2.80		5.60	234	1,800	5.60	498		0.00	0					
TOTALS:		150.30	72,200	157.30	6,610	50,800	75.35	6,695	39,000	67.55	2,410					
Outlet %					8.40%						11.60%			5.80%		

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200 GENERAL CONDITIONS**200.1 SCOPE**

The work to be done under this contract consists of supplying all labour, equipment and materials to construct the drainage work as outlined in the Instructions to Tenderers, the Form of Tender and Agreement, the Schedule of Tender Prices, the Drawings, the General Conditions, Special Provisions and the Standard Specifications.

200.2 ORDER OF PRECEDENCE

In case of any inconsistency or conflict between the drawings and specifications, the following order of precedence shall apply: Addenda, Form of Tender and Agreement, Schedule of Tender Prices, Special Provisions, Contract Drawings, Standard Specifications, General Conditions.

200.3 MUNICIPALITY

Municipality refers to a municipal corporation in the Province of Ontario. Where reference to Township, County, Region, Town, City or Owner appears it shall be deemed to be the same as the word Municipality. Where reference to owner appears in the specifications it is usually in reference to the owner of the property on which the drain is being constructed.

200.4 TENDERS

Tenders are to be submitted on a lump sum basis for the complete works or a portion thereof, as instructed by the Municipality. The Schedule of Tender Prices must be completed and submitted with the Form of Tender and Agreement even though the Contract will be a lump sum. As outlined in the Instructions to Tenders a deposit in the form of a certified cheque, bank draft, bonding or irrevocable letter of credit must accompany each tender as a guarantee of good faith. The deposit shall name the Municipality as the payee. All deposits, except that of the Tenderer to whom the work is awarded, will be returned within 10 days of the time the contract is awarded. The certified cheque of the Tenderer awarded the work will be retained as Contract Security and returned with the Completion Certificate for the work. A Performance Bond may also be required to ensure maintenance of the work for a period of one year after the date of the Completion Certificate.

200.5 EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

Prior to the submission of the Tender, the Tenderer must examine the premises and site to compare them with the Drawings and Specifications in order to be satisfied with the existing conditions and the extent of the work to be done. The Tenderer must ensure that the meaning and intent of the drawings, estimated quantities and specifications is clearly understood before submission of the Tender. No allowances shall be made on behalf of the Contractor by reason of any error made in the preparation of the tender submission.

Any estimates of quantities shown or indicated on the drawings or elsewhere in the tender document are provided for the convenience of the Tenderer. The Tenderer should check the estimate of quantities for accuracy. Any use made of the estimated quantities by the Tenderer in calculating the tendered amounts is done at the Tenderers risk.

200.6 COMMENCEMENT AND COMPLETION OF WORK

The work must commence immediately after the Tenderer is notified of the contract award or at a later date, if set out as a condition in the Form of Tender and Agreement. If weather and ground conditions are unsuitable, work may be started at a later date from either of the above two dates if such delay is approved by the Engineer. The Contractor shall provide a minimum of 48 hours advance notice to the Engineer and the Municipality before commencement of any work. The work must proceed in such manner as to ensure its completion at the earliest possible date consistent with first class workmanship and within the time limit set out in the tender/contract document. Failure to commence or complete the work as set out in the tender/contract document may result in a forfeiture of all or part of the Contract Security if the Engineer deems that damages have been sustained to the Municipality or to any landowner because of the non-commencement or non-completion of the contract as awarded and that the failure to meet the specified dates has been the fault of the Contractor.

200.7 NOTICES RE COMMENCEMENT OF WORK

If the Contractor leaves the job site for a period of time after initiation of work, a minimum of 48 hours advance notice shall be given to the Engineer and the Municipality before commencement of any further work. If any work is commenced without the advance notice the Contractor shall be fully responsible for all such work undertaken prior to such notification and shall make good any works or materials judged to be inadequate or constructed in any manner that may have been subject to alteration if made known to the Engineer prior to commencement of construction.

200.8 PERMITS, NOTICES, LAWS AND RULES

The Contractor shall apply and pay for all necessary permits or licenses required for the execution of the work. This shall not include the obtaining of permanent easements or rights or servitude. The Contractor shall give all necessary notices and pay all fees required by the law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public's health and safety and if the specifications and drawings are at variance therewith, any resulting additional expense incurred by the Contractor shall constitute an addition to the contract price.

200.9 HEALTH AND SAFETY

Contractor must comply with the Occupational Health and Safety Act (OHSA) and the associated Regulations for Construction Projects. Contractor will also follow any site-specific safety and training requirements of the Municipality, agencies, utility companies or other authorities.

Communication about site-specific hazards and safety requirements shall occur at the pre-construction meeting. If no pre-construction meeting is conducted, Contractor will communicate site-specific hazards and safety requirements before beginning work.

Contractor shall immediately report any workplace incidents, near misses, injuries and occupational illnesses to the Engineer.

200.10 LIMITATIONS OF OPERATIONS

Except for such work as may be required by the Engineer to maintain the works in a safe and satisfactory condition, the Contractor shall not carry out operations under the contract on Sundays or Statutory Holidays without permission in writing from the Engineer. The Engineer may direct in writing to the Contractor to cease or limit operations under the contract on any day or days if the operations are of such a nature, or if the work is so located, or if the traffic is of such a volume, that the Engineer deems it necessary or expedient to do so.

200 - General Conditions

200.11 SUPERVISION

The Contractor shall provide constant supervision of the construction work and shall keep a competent foreman in charge at the site.

200.12 CHARACTER AND EMPLOYMENT OF WORKERS

The Contractor shall employ only orderly, competent and skillful workers to do the work and shall give preference to available qualified residents in the area of the contract. Whenever the Engineer informs the Contractor in writing that any workers are, in the opinion of the Engineer, disorderly, incompetent, or breaking the law, such workers shall be discharged from the job site and shall not again be employed on the job site without the written consent of the Engineer.

200.13 SUB-CONTRACTORS

If the Municipality so directs, the Contractor shall not sublet the whole or any part of this contract without the approval of the Engineer.

200.14 PAYMENT

Progress payments in cash equal to about 90% of the value of the work done and materials incorporated in the work will be made to the Contractor monthly. If directed by the Engineer the Contractor may be required to provide a written request for the progress payment amount. An additional 7% will be paid 45 days after the date of the Completion Certificate by the Engineer and 3% of the contract price may be reserved by the Municipality as a maintenance holdback for one year from the date of the Completion Certificate.

The holdbacks noted above may be increased by the Municipality if, in the written opinion of the Engineer, particular conditions of the contract require such greater holdback.

After the completion of the work any part of maintenance holdback may be used to correct defects from faulty construction and/or materials provided that notice shall first be given by the Engineer in writing to the Contractor stating that the Contractor has seven (7) days in which to remedy the defect in construction and/or materials.

200.15 TERMINATION OF CONTRACT BY THE MUNICIPALITY

Termination of the contract by the Municipality may be considered if the Contractor:

1. should be adjudged bankrupt or make a general assignment for the benefit of creditors or if a receiver should be appointed on account of insolvency;
2. should refuse or fail to supply enough properly skilled workmen or proper materials after having received seven (7) days' notice in writing from the Engineer to supply such additional workmen or materials in order to commence or complete the works;
3. should fail to make prompt payment to sub-contractors or for materials or labour;
4. should persistently disregard laws, ordinances, or instructions from the Engineer, or otherwise be guilty of a substantial violation of the provisions of the contract;

then the Municipality, upon Certificate of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, give written notice to the Contractor to terminate the employment of the Contractor and take possession of the premises, and of all materials, tools and appliances thereon, and may finish the work by whatever method the Municipality may deem expedient, but without undue delay or expense. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price will exceed the expense of finishing the work including compensation to the Engineer for additional

services and including other damages of every name and nature, such excess shall be paid to the Contractor. If such expense will exceed such unpaid balance including the Contract Security, the Contractor shall pay the difference to the Municipality. The expense incurred by the Municipality, as herein provided, shall be certified by the Engineer. If the contract is terminated by the Municipality due to the Contractor's failure to properly commence the works, the Contractor shall forfeit the Contract Security and furthermore shall pay to the Municipality an amount to cover the increased costs, if any, associated with a new tender for the contract being terminated.

If any unpaid balance and the Contract Security do not equal the monies owed by the Contractor upon the termination of the contract, the Municipality may also charge such expenses against any money which is or may thereafter be due to the Contractor from the Municipality.

200.16 LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or complete within the period of time as set forth in the Tender/Contract Document, damage will be sustained by the Municipality. It is understood by the parties that it will be impracticable and extremely difficult to ascertain and determine the actual damage which the Municipality will sustain in the event of and by reason of such delay. The parties hereto agree that the Contractor will pay to the Municipality a sum as set out in the Form of Tender and Agreement for liquidated damages for each and every calendar day delay, including Saturdays, Sundays and Statutory Holidays, in finishing the work in excess of the number of working days prescribed. It is agreed that the liquidated damages amount is an estimate of the actual damage to the Municipality which will accrue during the period in excess of the prescribed number of working days.

The Municipality may deduct any amount due under this section from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this section are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Municipality.

The Contractor shall not be assessed with liquidated damages for any delay caused by acts of nature, or of the Public Enemy, Acts of the Province or of any Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes or any delays of Sub-Contractors due to such causes.

If the time available for the completion of the work is increased or decreased by reason of alterations or changes made under the provisions of the Contract, the number of working days shall be increased or decreased as determined by the Engineer.

If the Form of Tender and Agreement does not show an amount for Liquidated Damages then Liquidated Damages do not apply for this contract.

200.17 CONTRACTOR'S LIABILITY

The Contractor and all workers, agents or any party under the Contractor's control, including Sub-Contractors, shall use due care that no person or property is injured and that no rights are infringed during the construction work outlined in the contract. The Contractor shall be solely responsible for all damages by whomsoever claimable in respect of any injury to persons or to lands, buildings, structures, fences, livestock, trees, crops, roadways, ditches, drains and watercourses, whether natural or artificial, or property of whatever description and in respect of any infringement of any right, privilege or easement wherever occasioned in the carrying on of the work or any part thereof, or by any neglect, misfeasance or non-feasance on the Contractor's part or on the part of any workers, agents or parties under the Contractor's control including Sub-Contractors, and shall bear the full cost thereof. The Contractor shall be fully responsible to make such temporary provisions as may be necessary to ensure the avoidance of any such damage, injury or infringement and to prevent the interruption of or danger or menace to the traffic in any railway or any public or private road entrance or sidewalk and to secure to all persons and corporations the uninterrupted enjoyment of all their

rights, in and during the performance of the work. The Contractor shall indemnify and save harmless the Municipality and the Engineer from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributed to any such damage, injury or infringement.

Wherever any work is of such an extent and nature that it must necessarily be confined to particular areas of a roadway, a working area, or private property, the Contractor shall use reasonable care not to damage or deface the remaining portions of the property, and if any damage is occasioned as a result of the Contractor's operations, it shall be rectified by and at the expense of the Contractor, to the satisfaction of the Engineer. Notwithstanding the indemnity provisions contained in this section, where in the opinion of the Engineer the Contractor has failed to rectify any damage, injury or infringement or has failed to adequately compensate any person for any damage, injury or infringement for which the Contractor is responsible under the contract, the Engineer, following notice in writing to the Contractor of an intention so to do, may withhold payment of any monies due the Contractor under this or any other contract until the Contractor has rectified such damage, injury or infringement or has paid adequate compensation for such damage, injury or infringement, provided however, that the Municipality will not withhold such monies where in the opinion of the Engineer there are reasonable grounds upon which the Contractor denies liability for such damage, injury or infringement and the Contractor has given the claimant a reasonable time in which to establish the validity of the claim, and provided further that the amount withheld under this section shall not exceed the amount of such claims against the Contractor.

Where the Contractor uses privately owned lands for pits or waste disposal areas, the Contractor shall comply with applicable laws and provide the Engineer with a release signed by or on behalf of the owner of each pit or waste disposal area used by the Contractor. If the said release is not obtained, then sufficient monies will be withheld from the Contractor except, however, where the owner's signature is withheld solely on the basis of damage, injury, or infringement it will be dealt with as provided elsewhere in this subsection.

Nothing herein contained shall be construed as in any way restricting or limiting the liability of the Contractor under the laws of the country, province or locality in which the work is being done. Neither the Completion Certificate nor final payment thereunder, nor any provision in the Contract Document shall relieve the Contractor from this liability.

200.18 LIABILITY INSURANCE

The Contractor shall take out and keep in force until the date of acceptance of the entire work by the Engineer, a comprehensive policy of public liability and property damage insurance providing insurance coverage of at least \$3,000,000 for each and every accident, exclusive of interest and cost, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property and such policy shall where, and as requested by the Municipality, name the Municipality and the Engineer as an additional insured thereunder and shall protect the Municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the Municipality or any other public or private property resulting from or arising out of any act or omission on part of the Contractor or any of his servants or agents during the execution of the Contract.

200.19 LOSSES DUE TO ACTS OF NATURE, ETC.

All damage, loss, expense and delay incurred or experienced by the Contractor in the prosecution of the work, by reason of unanticipated difficulties, bad weather, strikes, wars, acts of nature, or other mischances, shall be borne by the Contractor and shall not be the subject of a claim for additional compensation.

400 STANDARD SPECIFICATIONS FOR CONSTRUCTION OF DRAINS

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400 STANDARD SPECIFICATIONS FOR CONSTRUCTION OF DRAINS**400.1 ABBREVIATIONS**

- i) M.T.O. means the Ministry of Transportation of Ontario.
- ii) A.S.T.M. means the American Society for Testing Materials.
- iii) C.S.A. means the Canadian Standard Association.
- iv) O.P.S.D. means Ontario Provincial Standard Drawings
- v) O.P.S.S. means Ontario Provincial Standard Specifications
- vi) DFO means Fisheries and Oceans Canada
- vii) MNRF means Ministry of Natural Resources and Forestry
- viii) MOECC means Ministry of Environment and Climate Change

400.2 PRE CONSTRUCTION MEETING

The Contractor should arrange a pre-construction meeting with the Engineer, Municipality, affected landowners prior to commencement of construction.

If there is no pre-construction meeting or if a landowner is not present at the pre-construction meeting, the following shall apply. The drain is to be walked by the Contractor and each landowner prior to construction to ensure that both agree on the work to be done. Any difference of opinion shall be referred to the Engineer for decision. If the landowner is not contacted for such review, they are to advise the Engineer and/or Municipality.

400.3 COLD WEATHER

When working in cold weather is approved by the Engineer, the Contractor shall provide suitable means for heating and protection. All work completed in cold weather conditions shall be to the satisfaction of the Engineer and any additional cost to remedy unsatisfactory work, or protect the work shall be borne by the Contractor. All backfilling operations shall be done as soon as possible to avoid backfilling with ground containing frozen particles. The Contractor will assume all responsibility for damages to any tile drains and for settlements or bank slippages that may result from work in cold weather.

400.4 WORKING AREA

Where any part of the drain is on a road allowance, the road allowance shall be the working area. For a closed drain the working area shall be a 10 metre width on either side of the trench or any combination not exceeding 20 metres. A 10m x 10m working area shall exist around any catchbasin, junction box or access point. For an open drain the working area shall be 17 metres on the side for leveling and 3 metres on the opposite side. A 10m working area shall exist for any overflow swale or grassed waterway. If any part of the drain is close to a property line then the fence line shall be one of the limits of the work area. Reduced or increased working areas will be described in detail on the Drawings.

400.5 ACCESS

The Contractor shall have access to the drain by entering the working area directly from road allowances or along access routes shown on the Drawings. All specifications governing fences, livestock and crops during drain construction apply to access routes. No other access routes shall be used unless first approved by the Engineer and the affected landowner. The Contractor shall contact each landowner prior to using the designated access routes. Contractor shall make good any damages caused by using the designated access routes.

400.6 ACCESS TO PROPERTIES ADJOINING THE WORK

The Contractor shall provide at all times and at no additional cost, adequate pedestrian access to private homes and commercial establishments unless otherwise authorized by the Engineer. Where interruptions to access have been authorized by the Engineer, reasonable notice shall be given by the Contractor to the affected landowners and such interruptions shall be arranged to minimize interference to those affected.

400.7 DRAINAGE SUPERINTENDENT

Where a Drainage Superintendent (Superintendent) is appointed by the Municipality, the Engineer may designate the Superintendent to act as the Engineer's representative. If so designated, the Superintendent will have the power to inspect and direct the execution of the work.

Any instructions given by the Superintendent which change the proposed work or with which the Contractor does not agree shall be referred to the Engineer for final decision.

400.8 ALTERATIONS TO WORK

The Engineer shall have the power to make alterations, additions and/or deletions in the work as shown or described in the Drawings or Specifications and the Contractor shall proceed to implement such changes without delay. Alterations ordered by the Engineer shall in no way render the contract void.

If a landowner desires deviations from the work described on the Drawings, the landowner shall submit a written request to the Engineer, at least 48 hours in advance of the work in question.

In every such case, the contract amount shall be increased or decreased as required according to a fair evaluation of the work completed. Where such changes involve additional work similar to items in the contract, the price for additional work shall be determined after consideration is given to the tendered price for similar items.

In no case shall the Contractor commence work considered to be extra work without the Engineer's approval. Payment for extra work is contingent on receipt of documentation to the satisfaction of the Engineer. Refer to the Extra Work Summary included in the Special Provisions.

400.9 ERRORS AND UNUSUAL CONDITIONS

The Contractor shall notify the Engineer immediately of any error or unusual conditions which may be found. Any attempt by the Contractor to correct the error without notice shall be done at the Contractor's risk. Any additional cost incurred by the Contractor to remedy an error or unusual condition without notice shall be borne by the Contractor. The Engineer shall direct the alteration necessary to correct errors or unusual conditions. The contract amount shall be adjusted in accordance with a fair evaluation of documentation for the work added, deleted or adjusted.

400.10 TESTS

The Engineer reserves the right to subject any materials to a competent testing laboratory for compliance with the standard. If any materials supplied by the Contractor are determined to be inadequate to meet the applicable standards, the Contractor shall bear full responsibility to remove and/or replace all such inadequate materials with materials capable of meeting the standards.

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The cost of testing the materials supplied by the Contractor shall be borne by the Contractor.

400.11 BENCHMARKS AND STAKES

Prior to construction, the Engineer will confirm the benchmarks. The Contractor shall be held liable for the cost of replacing any benchmarks destroyed during construction.

If the Engineer provides layout stakes, the Contractor shall be held liable for the cost of replacing any layout stakes destroyed during construction.

Where property bars are shown on the Drawings, they are to be protected and if damaged by the Contractor, they will be reinstated by an Ontario Land Surveyor at the expense of the Contractor. Where property bars not shown on the Drawings are damaged, they will be reinstated by an Ontario Land Surveyor at the expense of the project.

400.12 OPENING UP OF FINISHED WORK

If ordered by the Engineer, the Contractor shall make such openings in the work as are needed to re-examine the work, and shall forthwith make the work good again. Should the Engineer find the work so opened up to be faulty in any respect, the whole of the expense of opening, inspecting and making the work good shall be borne by the Contractor. Should the Engineer find the work opened up to be in an acceptable condition the Contractor shall be paid for the expense of opening and making the work good, unless the Contractor has been obligated by any specification or by the direction of the Engineer to leave the work open for the Engineer's inspection.

400.13 FINAL INSPECTION

Final inspection by the Engineer will be made within twenty (20) days after receiving notice in writing from the Contractor that work is complete, or as soon thereafter as weather conditions permit. All the work included in the contract must at the time of final inspection have the full dimensions and cross-sections.

Prior to commencing the final inspection an on-site meeting may be held by the Engineer and landowners directly affected by the construction of the drain. The Contractor will attend this meeting upon notice by the Engineer.

If there is no on-site meeting with the Engineer and landowners, the Contractor shall obtain from each landowner a written statement indicating that the work has been performed to the owner's satisfaction. If the Contractor is unable to obtain a written statement from the landowner, the Engineer will determine if further work is required prior to issuing the Completion Certificate.

400.14 WARRANTY

There shall be a one-year warranty period on all completed work. The warranty period will commence on the date of the Completion Certificate.

When directed by the Engineer, the Contractor shall repair and make good any deficiencies in the work that may appear during the warranty period.

Before the work shall be finally accepted by the Municipality, the Contractor shall complete all work as directed by the Engineer and remove all debris and surplus materials and leave the work neat and presentable.

400.15 MATERIALS**400.15.1 Concrete Drain Tile**

Concrete drain tile shall conform to the requirements of the most recent ASTM C412 specifications for heavy duty extra quality, unless a stronger concrete tile is required by the Special Provisions or Drawings. All tile furnished shall be subject to the approval of the Engineer.

The minimum nominal lengths of the tile shall be 750mm for 150 to 350mm diameter tile and 1200mm for 400 to 900mm diameter tile.

All tile should be of good quality, free from distortions and cracks and shall meet the standards specified. The ends should be smooth and free from cracks or checks. All rejected tile are to be immediately removed from the site.

Granular backfill, where required, shall consist of approved sand or gravel having no particles retained on a screen having 50mm square openings.

Earth backfill shall consist of approved material having no large lumps or boulders.

400.15.2 Corrugated Plastic Tubing

Corrugated plastic tubing shall conform to the *Land Improvement Contractors of Ontario Standard Specification for Corrugated Plastic Drainage Tubing, 2006*. Type of material (solid or perforated) and need for filter sock will be specified on the Drawings or in the description of the work in the Special Provisions. Filter sock where specified shall be a standard synthetic filter material as provided by a recognized plastic tubing manufacturer unless noted differently on the contract drawings or elsewhere in the contract document. Protect coils of plastic tubing from damage and deformation.

400.15.3 Corrugated Steel Pipe

Corrugated Steel Pipe (CSP) shall be according to OPSS 1801 (CSA G401). Unless stated otherwise in the Special Provisions the pipe shall be:

- galvanized
- helical corrugation with lock seam and re-rolled annular ends
- 68mm x 13mm corrugation profile for diameters up to 1200mm
- 125mm x 25mm corrugation profile for diameters 1200mm and larger
- minimum wall thickness of 1.6mm for diameters up to 500mm
- minimum wall thickness of 2.0mm for diameters 600mm and larger
- joined using standard couplers matching the pipe diameter and material

Other coatings that may be specified include aluminized Type 2 or polymer. Polymer coating shall be a 254mm polymer film laminated to both sides of the pipe.

400.15.4 Plastic Pipe

Plastic Pipe shall be a high density polyethylene (HDPE) double wall corrugated pipe with smooth inner wall, solid with no perforations in accordance with OPSS 1840.

A minimum stiffness of 320 KPa at 5% deflection

The pipe shall be joined with snap-on or split couplers.

400.15.5 Concrete Sewer Pipe

Concrete sewer pipe shall be in accordance with OPSS 1820.

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Non-reinforced concrete sewer pipe shall be used for pipe 375mm in diameter and smaller and reinforced concrete sewer pipe shall be used for pipe over 375mm.

Classes shall be as shown on the Contract Drawings or as described in the Form of Tender.

All new concrete sewer pipe shall have rubber-type gasket joints.

Where concrete sewer pipe "seconds" are specified, the pipe should exhibit no damage or cracks on the barrel section and shall be capable of satisfying the crushing strength requirements of OPSS 1820. The pipe may contain cracks or chips in the bell or spigot which prevent the use of rubber gaskets but the joints must be protected with filter cloth.

400.16 RIPRAP

All riprap is to be placed on a geotextile underlay (Terrafix 360R or equal) unless directed otherwise in the specific construction notes. The riprap is to be graded heavy angular stone (quarry stone is recommended) with particles averaging in size from 225mm to 300mm and is to be placed at 300mm thickness. Fine particles may be included to fill voids. Along upstream edges of riprap, where surface water will enter, underlay is to extend a minimum of 300mm upstream from riprap and then be keyed down a minimum of 300mm. Wherever riprap is placed, the area is to be over-dug so that finished top of riprap is at design cross-section, at design elevation or flush with existing ground.

400.17 GEOTEXTILE

To be non-woven fabric that is rot proof, non-biodegradable, chemically resistant to acidic or alkaline soils and is dimensionally stable under different hydraulic conditions. The filter fabric is to be a material whose primary function is to act as a highly permeable, non-clogging soil separator for fine soils (Terrafix 360R or equal). Contractor is to avail himself of manufacturer's recommendations for cutting, installation and precautions necessary to avoid damage to fabric. Other approved equals will be considered by the Engineer prior to construction.

400.18 DISPOSAL OF MATERIALS

The Contractor shall remove all surplus materials from the job site at the end of the project. The Contractor shall locate the disposal site for all materials to be disposed of. Disposal of materials shall comply with applicable regulations.

400.19 NOTIFICATION OF RAILROADS, ROAD AUTHORITIES AND UTILITIES

Contractor will notify any Railroad, Road Authority or Utility at least 48 hours in advance regarding work to be performed on their property or affecting their infrastructure. The notice will be in writing and is exclusive of Saturdays, Sundays and Holidays.

A utility includes any entity supplying the general public with necessities or conveniences.

400.20 WORKING IN ROAD ALLOWANCES**400.20.1 General**

Work within public road allowances shall be done in accordance with the Ontario Traffic Manual Book 7, latest edition.

400.20.2 Road Crossings

If no specific detail is provided for road crossings on the drawings or in the specifications the following shall apply:

- A Road Authority will supply no labour, equipment or materials for the construction of the road crossing.
- Contractor will not commence road crossing work until any required permits have been obtained. The Engineer may apply for any required permits prior to construction.
- Contractor will notify the Road Authority at least 72 hours in advance of any construction in the road allowance.
- Road crossings may be made with an open cut unless otherwise noted.
- Exact location of crossing shall be verified with the Road Authority and the Engineer.
- Pipe shall be placed on a minimum 150mm depth of Granular A shaped for the pipe.
- Pipe backfill shall be compacted Granular A and extend 300mm above the top of the pipe.
- Trench shall be backfilled with acceptable native material for the base width of the road bed.
- The material shall be placed in lifts not exceeding 300mm in depth and shall be thoroughly compacted with an approved mechanical vibrating compactor.
- Top 600mm of the road bed backfill shall consist of 450mm Granular B and 150mm of Granular A placed in lifts and fully compacted.
- Any surplus excavated material within the road allowance may be spread on the right-of-way with consent of the Road Superintendent otherwise the surplus material shall be hauled away.
- Existing asphalt or concrete pavement or surface treatment shall be replaced by the Contractor to the satisfaction of the Engineer and Road Authority.
- Contractor shall be responsible for correcting any backfill settlement during construction and during the warranty period. Upon approval of the road authority, surplus gravel shall be stockpiled near gravel road crossings to provide backfill for future trench settlement.
- All road crossings shall meet the approval of the Road Authority.
- If any road crossing is not left in a safe manner at the end of the working day barricades and warning signs shall be erected to guarantee the safety of the travelling public.
- If the Engineer deems a road to surface to have been damaged by the construction of a drain, either across or along the road, the Engineer may direct the Contractor to restore the road surface to existing or better condition at no additional cost.

400.20.3 Maintenance of Traffic

Unless directed otherwise on the drawings or in the specifications the Contractor shall keep the road open to traffic at all times. The Contractor shall provide suitable warning signs and/or flagging to the satisfaction of the Road Authority to notify of the construction work.

If a detour is required, the Contractor shall submit a proposal as to the details of the detour for approval by the Road Authority. If necessary to close the road to through traffic, the Contractor shall provide for and adequately sign the detour route. Contractor shall undertake all notifications required for a road closure in consultation with the Municipality.

400.21 LOCATIONS OF EXISTING UTILITIES

The position of pole lines, conduits, watermains, sewers and other underground and overhead utilities are not necessarily shown on the Contract Drawings, and, where shown, the accuracy of the position

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of such utilities and structures is not guaranteed. Before starting work, the Contractor shall have all utilities located in accordance with the Ontario Underground Infrastructure Notification System Act.

All utilities shall be exposed to the satisfaction of the utility company to verify that the construction proposed will not conflict with the utility structure. Additional payment will be allowed for relocation of utilities if conflicts should occur.

The Contractor is responsible for protecting all located and exposed utilities from damage during construction. The Contractor shall assume liability for damage caused to all properly located utilities.

400.22 LANEWAYS

If no specific detail is provided for laneway crossings on the Drawings or in the Specifications the following shall apply:

- Pipe backfill shall be acceptable native material that can be compacted in place.
- Top 450mm of laneway backfill shall consist of 300mm Granular B and 150mm of Granular A placed in lifts and fully compacted.
- Minimum cover on laneway culverts shall be 300mm.
- Existing asphalt or concrete pavement or surface treatment shall be replaced by the Contractor.
- The width of surface restoration shall match the existing laneway.
- Contractor shall be responsible for correcting any backfill settlement during construction and during the warranty period.

The timing of laneway closures will be coordinated by the Contractor to the satisfaction of the landowner.

400.23 EXISTING CROSSING CLEANOUT

Where the Special Provisions require an existing crossing to be cleaned, the Contractor shall provide a bottom width and depth that provides capacity equivalent to the capacity of the channel on either side. Excavated materials shall be hauled away unless adjacent landowners give permission for leveling. Care shall be taken to ensure that existing abutments or any portion of the structure are not damaged or undercut. The method of removing the material is to be pre-approved by the Engineer.

400.24 FENCES

If the Contractor is responsible to remove and install fences, the following shall apply:

- All fences removed by a Contractor are to be re-erected in as good a condition as existing materials permit.
- All fences shall be properly stretched and fastened. Where directed by the Engineer, additional steel posts shall be placed to adequately support a fence upon re-erection.
- Where practical and where required by the landowner, the Contractor shall take down an existing fence at the nearest anchor post and roll the fence back rather than cutting the fence and attempting to patch it.
- Where fence materials are in such poor condition that re-erection is not possible, the Contractor shall replace the fence using equivalent materials. Such fence material shall be approved by the Engineer and the landowner. Where the Engineer approves new fence material, additional payment will be provided.

Any fences paralleling an open drain, that are not line fences, that hinder the proper working of the excavating machinery for drain construction or maintenance shall be removed and rebuilt by the

landowner at their own expense. If such parallel fences are line fences they shall be removed and reinstalled by the Contractor.

No excavated or cleared material shall be placed against fences.

The installation of all fences shall be done to the satisfaction of the Engineer and the landowner.

400.25 LIVESTOCK

If any construction will be within a fenced field containing livestock that are evident or have been made known to the Contractor, the Contractor shall notify the owner of the livestock 48 hours in advance of access into the field. Thereafter, the owner shall be responsible for the protection of the livestock in the field during construction and shall also be liable for any damage to or by the livestock.

Where the owner so directs or where the Contractor has failed to reach the owner, the Contractor shall adequately re-erect all fences at the end of each working day. No field containing livestock shall have a trench left open at the end of the working day, unless the trench has been adequately backfilled or protected. Failure of the Contractor to comply with this paragraph shall render the Contractor liable for any damage to or by the livestock.

Where livestock may be encountered on any property the Contractor shall notify the Engineer to arrange for inspection of the work prior to backfilling.

400.26 STANDING CROPS

The Contractor shall not be held responsible for damages to standing crops within the working area for the drain. However, the Contractor shall notify the owner of the crops 48 hours prior to commencement of construction so as to allow the owner an opportunity to harvest or salvage the crop within the drain working area. If this advance notice is not given the Contractor may be liable for the loss of the standing crops.

400.27 CLEARING VEGETATION

400.27.1 General

The area for clearing, if not defined elsewhere, shall be 15m on each side of the drain.

400.27.2 Trees to Remain

Where it is feasible to work around existing trees that do not impede the function of the drainage works, the Contractor shall not remove any deciduous tree larger than 300mm and any coniferous tree larger than 200mm, unless authorized by the Engineer.

400.27.3 Incidental Clearing

Incidental clearing includes removal of trees, brush or other vegetation with an excavator during construction activities, and the cost is to be included in the price for the related construction activity.

400.27.4 Power Brushing

Power brushing includes removal of above-ground vegetation with a rotary brush cutter or other mechanical means. Stump and root removal is not required. Power brushed vegetation in a channel cross-section shall be removed and leveled in the working area. Excavated material may be placed and leveled on power brushed vegetation.

400.27.5 Close-Cut Clearing

Close-cut clearing includes removal of above-ground vegetation cut flush with the ground. Stump and root removal is not required.

400.27.6 Clearing And Grubbing

Clearing and grubbing includes removal of vegetation, including stumps and roots. Removal of earth from the grubbed area into the windrows or piles is to be minimized.

400.27.7 Disposal of Cleared Vegetation**400.27.7.1 *In Bush Areas***

Cleared vegetation is to be pushed into windrows or piles at the edge of the cleared area. Stumps and roots are to be piled first at the edge of the cleared area, followed by other vegetation (trunks, branches, etc.). Provisions for lateral drainage are required through all windrows. Windrows are not to block any laneways or trails. After removing cleared vegetation, the working area shall be leveled to the satisfaction of the Engineer.

400.27.7.2 *In Field Areas*

Cleared vegetation resulting from incidental clearing or power brushing may be hauled away, mulched in place or reduced to a size that permits cultivation using conventional equipment without causing undue hardship on farm machinery.

Cleared vegetation resulting from close-cut clearing or clearing and grubbing is to be hauled away to an approved location. Disposal sites may be in bush areas or other approved locations on the same farm. No excavated material shall be levelled over any logs, brush or rubbish of any kind.

400.27.8 Landowner Requested Salvage

A landowner may request that wood be separated from the windrows for the landowner's future use. This additional work would be eligible for extra payment, subject to the approval of the Engineer. The cost of the additional work would be assessed to the landowner.

400.27.9 Clearing by Landowner

Wherever the Special Provisions indicate that clearing may be undertaken by the landowner, work by the landowner shall be in accordance with the Clearing Vegetation requirements of this specification and must be completed so as not to cause delay for the Contractor. If the landowner does not complete clearing in accordance with these requirements, the Contractor will undertake the clearing at a price approved by the Engineer.

400.28 ROCK REMOVAL**400.28.1 General**

Rock shall be defined as bedrock and boulders that are greater than one-half cubic metre in size and that require blasting or hoe-ram removal. Bedrock or boulders that can be removed with a standard excavator bucket are not considered rock removal.

400.28.2 Blasting Requirements

All blasting shall be performed by a competent, qualified blaster in accordance with OPSS 120. Blasting mats are required. A pre-blast survey meeting the requirements of OPSS 120 must be completed for any structure within 200m of any blasting. The cost for pre-blast survey shall be included in the tender price for rock removal.

400.28.3 Typical Sections and Pay Limits

For tile drains and road culverts, rock shall be removed to 150mm below the proposed grade shown on the profile so that pipes are not in direct contact with rock. The width of rock removal shall be 1m minimum or the diameter of the pipe plus 600mm.

For open drains, rock removal shall match the proposed grade and bottom width shown on the Drawings. Side slopes shall be vertical or sloped outward. Side slopes shall be free of loose rock when excavation is completed.

Payment for the quantity of rock removed will be based on the typical sections described in these specifications and confirmed by field measurements. There will be no payment for overbreak.

400.28.4 Disposal of Rock

Excavated rock shall be piled at the edge of the working area at locations designated by the landowner. The cost to pile excavated rock shall be included in the tender price for rock removal. If the Special Provisions or the landowner require excavated rock to be hauled away, additional payment will be considered.

Where approved by the Engineer, excavated rock may be used in place of imported riprap.

400.29 SEEDING

400.29.1 General

Contractor responsible for re-seeding as necessary for uniform catch during warranty period. Areas that remain grassed after construction may not need to be seeded unless directed otherwise by the Engineer.

400.29.2 Drainage Works and Road Allowances

All disturbed ditch banks, berms and road allowances are to be seeded at the end of the day.

The following seed mixture shall be applied at 60kg/ha using a mechanical (cyclone) spreader:

- 35% Creeping Red Fescue
- 25% Birdsfoot Trefoil
- 25% Kentucky Bluegrass
- 10% Cover Crop (Oats, Rye, Barley, Wheat)
- 5% White Clover

Provide temporary cover for late fall planting by adding an additional 10 kg/ha of rye or winter wheat.

400.29.3 Hydroseeding

Where hydroseeding is specified, disturbed areas will be restored by the uniform application of a standard roadside mix, fertilizer, mulch and water at a rate of 2,000 kg/ha and be in accordance with OPSS 804.

400.29.4 Seeding Lawns

Unless specified otherwise, lawn areas shall be seeded with Canada No. 1 lawn grass mixture applied at 300 kg/ha using a mechanical (cyclone) spreader on 100mm of topsoil. Fertilizer shall be 5:20:20 or 10:10:10 applied at 300 kg/ha. Seed and fertilizer shall be applied together. Contractor shall arrange for watering with landowners.

400.29.5 Sod

Where sod is specified, sod is to be commercial grade turfgrass nursery sod, Kentucky Bluegrass placed on 50mm of topsoil. Fertilizer shall be 5-20-20 applied at 10kg/ha. Place sod in accordance with supplier instructions. Contractor is responsible for saturating the sod with water on the day of sod placement. Subsequent watering is the responsibility of the landowner.

400.30 EROSION CONTROL BLANKETS

Erosion Control Blankets (ECB) shall be biodegradable and made of straw/coconut (Terrafix SC200, Nilex SC32 or equal) or coconut (Terrafix C200, Nilex C32 or equal) with photodegradable, double net construction. The blanket and the staples shall be supplied and installed as per OPSS 804.

Erosion control blanket shall be placed and stapled into position as per the manufacturer's installation instructions on slopes as directed by the Engineer. Blankets shall be installed in direct contact with the ground surface to form a uniform, cohesive mat over the seeded earth area. The blankets are to be single course with 150mm overlap between blankets and joints are to be staggered. The Contractor shall ensure that the ECB is anchored to the soil and that tenting of the ECB does not occur.

On slopes, when the ECB cannot be extended 1m beyond the crest of the slope, the uppermost edge of the ECB shall be anchored in a 150mm wide by 150mm deep trench. The trench shall be backfilled with earth and compacted.

400.31 SEDIMENT CONTROL**400.31.1 General**

Contractor shall install sediment control features at the downstream limits of the project and at other locations as shown on the drawings or directed by the Engineer.

Sediment control features shall be installed prior to any excavation taking place upstream of that location. The Contractor shall maintain all sediment control features throughout construction and the warranty period.

Sediment that accumulates during construction shall be removed and levelled as required.

400.31.2 Flow Check Dams**400.31.2.1 Temporary Straw Bale Flow Check Dam**

The straw bale flow check dam shall consist of a minimum of 3 bales. Each bale is to be embedded at least 150mm into the channel bottom and shall be anchored in place with 2 T-bar fence posts or 1.2m wooden stakes driven through the bale.

Straw bales shall be hauled away at the end of the warranty period. Accumulated sediments shall be excavated and levelled when the temporary straw bale flow check dam is removed.

400.31.2.2 Temporary Rock Flow Check Dam

The temporary rock flow check dam shall extend to the top of the banks so that dam overtopping does not cause bank erosion. Rock shall be embedded a minimum of 150mm into the ditch bottom and banks. No geotextile is required for temporary rock flow check dams.

Accumulated sediments shall be excavated and levelled when the temporary rock flow check dam is removed at the conclusion of the warranty period.

400.31.2.3 Permanent Rock Flow Check Dam

The requirements of temporary rock flow check dams shall apply except rock shall be placed on geotextile and the dam shall remain in place permanently.

400.31.3 Sediment Traps**400.31.3.1 *General***

The channel bottom shall be deepened in accordance with the dimensions provided in the Drawings or Special Provisions. If dimensions are not specified on the Drawings, the sediment trap shall be excavated within the channel cross-section at least 0.3m below the design grade.

The Contractor will monitor the sediment trap during construction and cleanout accumulated sediments as required to maintain the function of the sediment trap.

If specified to be temporary, no sediment trap maintenance is required after construction is complete.

If specified to be permanent, the contractor will clean out the sediment trap at the conclusion of the warranty period, unless directed otherwise by the Engineer.

400.31.3.2 *Sediment Trap with Flow Check Dam*

A permanent rock sediment trap shall include a permanent sediment trap and a rock flow check dam.

A temporary rock/straw sediment trap shall include a temporary sediment trap and a rock/straw flow check dam.

400.31.4 Turbidity Curtains

A turbidity curtain is required when there is permanent water level/flow and a sediment trap is not feasible.

Turbidity curtains shall be in accordance with OPSS 805 and installed per manufacturer's instructions.

Turbidity curtains shall be sized and anchored to ensure the bottom edge of the curtain is continuously in contact with the waterbody bed so that sediment passage from the enclosed area is prevented. The curtain must be free of tears and capable of passing the base flow from the drainage works. Turbidity curtain locations may be approved by the Engineer.

Turbidity curtains are to remain functional until work in the enclosed area is completed. Prior to relocating or removing turbidity curtains, accumulated sediment is to be removed from the drain and levelled.

Where a turbidity curtain remains in place for more than two weeks it shall be inspected for damage or clogging and replaced, repaired or cleaned as required.

400.31.5 Silt Fence

Silt fence shall be in accordance with OPSS 805.07.02.02 and OPSD 219.110 (light-duty).

400.32 GRASSED WATERWAYS AND OVERFLOW SWALES

Grassed waterways and overflow swales typically follow low ground along the historic flow route. The cross-section shall be saucer shaped with a nominal 1m bottom width, 8:1 side slopes and 300mm depth unless stated otherwise in the Special Provisions.

All grassed waterways are to be permanently vegetated. Grassed waterways shall be seeded with the following permanent seed mixture: 50% red fescue, 45% perennial ryegrass and 5% white clover, broadcast at 80 kg/ha. Fertilizer to be 7-7-7 applied at 80 kg/ha.

Provide temporary cover for late fall planting by adding an additional 10 kg/ha of rye or winter wheat.

Overflow swales may be cropped using conventional farming practice.

400.33 BUFFER STRIPS

Open drains shall include minimum 3m wide, permanently vegetated buffer strips on each side of the drain. Catchbasins shall include a minimum 1m radius, vegetated buffer strip around the catchbasin.

Cultivation of buffer strips using conventional farming practice may be undertaken, provided sediment transport into the drain is minimized.

400.34 MAINTENANCE CORRIDOR

The maintenance corridor along the route of the drain, as established in the report, shall be kept free of obstructions, ornamental vegetation and structures. When future maintenance is undertaken, the cost of removing such items from the corridor shall be assessed to the landowner.

400.35 POLLUTION

The Contractor shall keep their equipment in good repair. The Contractor or any landowner shall not spill or cause to flow any polluted material into the drain that is not acceptable to the MOECC. The local MOECC office and the Engineer shall be contacted if a polluted material enters the drain. The Contractor shall refill or repair equipment away from open water. If the Contractor causes a spill, the Contractor is responsible to clean-up the spill in accordance with MOECC clean-up protocols.

400.36 SPECIES AT RISK

If a Contractor encounters a known Species At Risk designated by the MNRF or DFO, the Contractor shall notify the Engineer immediately and follow the Ministry's guidelines for work around the species.

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410.1 DESCRIPTION

Work under this item shall include the supply of labour, equipment and materials required for: channel excavation to the cross-section specified, leveling or disposal of all excavated material (spoil) as directed, reconstruction of all intercepted drains as required and any other items related to open drain construction as required by the Schedule of Tender Prices, Special Provisions or the Drawings.

410.2 MATERIALS

Refer to Section 400, Standard Specifications for Drain Construction for any materials required for open drain construction.

410.3 CONSTRUCTION**410.3.1 Excavation**

The bottom width and the side slopes of the ditch shall be as shown on the profile drawing. If the channel cross-section is not specified in the Special Provisions it shall be a 1m bottom width with 1.5m horizontal to 1m vertical (1.5:1) bank slope. At locations along the drain where the specified side slopes change there shall be a transitional length of not less than 5m between the varying side slopes. At locations along the drain where the specified bottom width changes there shall be a transitional length of not less than 5m. In all cases there shall be a smooth transition between changes in any part of the channel cross-section. Where the bottom width of the existing ditch matches the specified bottom width, ditch excavation shall be completed without disturbing existing banks.

410.3.2 Low Flow Channels

Unless specified otherwise in the Special Provisions, all intermittent open drains with a bottom width greater than 1.8m and a grade less than 0.07%, shall have a low flow channel. The bottom of the low flow channel shall be the grade shown on the profiles.

The low flow channel shall have a U-shaped cross-section with an average top width of 0.5m and a minimum depth of 0.3m. The low flow channel will not be seeded and may meander along the main channel bottom provided it remains at least .3m from the toe of main channel bank slope.

410.3.3 Line

The drain shall be constructed according to the alignment shown on the drawings or shall follow the course of the existing ditch. All bends shall have a minimum inside radius of 2m. There shall be a smooth transition between changes in the channel alignment. The Contractor shall contact the Engineer before removing any bends or irregularities in an existing ditch.

410.3.4 Grade Control

The profile shows the grade line for the bottom of the ditch. Cuts may be shown on the profile from the existing top of bank and/or from the existing ditch bottom to the new ditch bottom. These cuts are shown for the convenience of the Contractor and are not recommended for quantity estimate or grade control. Accurate grade control must be maintained by the Contractor during ditch excavation. The ditch bottom elevation should be checked every 50 metres and compared to the elevation on the profile.

Benchmarks are identified on the Contract Drawings. The Engineer will confirm all benchmark elevations prior to construction.

410.3.5 Variation from Design Grade

A variation of greater than 25mm above the design grade line may require re-excavation. Excavation below design grade up to 150mm is recommended so that sediment accumulation during or following excavation will not place the ditch bottom above the design grade at completion. Under some circumstances the Engineer may direct that over excavation greater than 200mm will have to be backfilled. No additional payment will be made if backfilling is required to remedy over excavation.

410.3.6 Excavated Material

Excavated material (spoil) shall be deposited on either or both sides of the drain within the specified working area as directed in the Special Provisions. The Contractor shall verify the location for the spoil with each landowner before commencing work on their property. If not specified, spoil shall be placed on the low side of the ditch or opposite trees and fences. The spoil shall be placed a minimum 1m from the top of the bank. No excavated material shall be placed in tributary drains, depressions, or low areas such that water is trapped behind the spoil bank. Swales shall be provided through the leveled or piled spoil at approximately 60m intervals to prevent trapping water behind the spoil bank.

The excavated material shall be placed and leveled to a maximum depth of 250mm; unless otherwise instructed. If excavating more than 450mm topsoil shall be stripped, stockpiled separately and replaced over the leveled spoil, unless stated otherwise in the Special Provisions. The edge of the spoil bank furthest from the ditch shall be feathered down to existing ground. The edge of the spoil bank nearest the ditch shall have a maximum slope of 2:1. The material shall be leveled such that it may be cultivated with conventional equipment without causing undue hardship on farm machinery.

Wherever clearing is necessary prior to leveling, the Contractor shall remove all stumps and roots from the working area. No excavated material shall cover any logs, brush or rubbish of any kind. Large stones in the leveled spoil that are greater than 300mm in diameter shall be moved to the edge of the spoil bank nearest to the ditch but in general no closer than 1m to the top of bank.

Lateral channels that outlet into the drain shall be tapered over a distance of 10m to match the grade of drain excavation. No additional payment will be made for this work.

Where the elevation difference between the lateral channel and the drain is greater than 450mm, a rock chute or similar bank protection approved by the Engineer shall be provided. Additional payment may be allowed for this work.

Where it is specified to straighten any bends or irregularities in the alignment of the ditch or to relocate any portion of an existing ditch, the excavation from the new cut shall be used for backfilling the original ditch. Regardless of the distance between the new ditch and old ditch, no additional payment will be allowed for backfilling the existing ditch.

The Contractor shall contact the Engineer if a landowner indicates in writing that spoil on the owner's property does not need to be leveled. The Engineer may release the Contractor from the obligation to level the spoil and the Engineer shall determine the credit to be applied to the Contractor's payment. No additional compensation is provided to the owner if the spoil is not leveled.

The Engineer may require the Contractor to obtain written statements from any or all of the landowners affected by the leveling of the spoil. Final determination on whether or not the leveling of spoil meets the specification shall be made by the Engineer.

410.3.7 Excavation at Existing Bridge and Culvert Sites

The Contractor shall excavate the drain to the specified depth under all bridges and to the full width of the structure unless specified otherwise in the Special Provisions. All necessary care and precautions shall be taken to protect permanent structures. Temporary bridges may be removed and left on the bank of the drain. In cases where the design grade line falls below the top of footings, the Contractor shall take care to not over-excavate below the grade line. The Contractor shall notify the Engineer if excavation of the channel exposes the footings of the bridge or culvert, so the Engineer can make an evaluation.

The Contractor shall clean through all pipe culverts to the grade line and width specified on the profile. The Contractor shall immediately contact the Engineer after a culvert cleanout if it is found that the culvert bottom is above the grade line or where the structural integrity of the culvert is questionable.

Material resulting from cleanout through bridges or culverts shall be levelled on the adjacent private lands or hauled offsite at the expense of the bridge/culvert owner.

410.3.8 Bridges and Culverts

The size and material for any new ditch crossings shall be as outlined in the Special Provisions.

For culvert installation instructions, refer to the General Specifications for Drain Construction and the Drawings.

Any crossings assembled on-site shall be assembled in accordance with the manufacturer's specifications.

If directed on the drawings that the existing crossing is to be salvaged for the owner, the Contractor shall carefully remove the existing crossing and place it beside the ditch or haul to a location as specified by the owner. If the existing crossing is not to be saved then the Contractor shall remove and dispose of the existing crossing. Disposal by burying on-site must be approved by the Engineer and the owner.

All new pipe crossings shall be installed at the invert elevations as specified on the Drawings, usually a minimum of 50mm below design grade. If the ditch is over excavated greater than 200mm below design grade the Contractor shall confirm with the Engineer the elevations for installation of the new pipe crossing.

For backfill and surface restoration, refer to the General Specifications for Drain Construction and the Drawings.

Installation of private crossings during construction must be approved by the Engineer.

410.3.9 Obstructions

All trees, brush, fallen timber and debris shall be removed from the ditch cross-section and as required for spreading of the spoil. The roots shall be left in the banks if no bank excavation is required as part of the new channel excavation. In wooded or heavily overgrown areas all cleared material may be pushed into piles or rows along the edge of the cleared path and away from leveled spoil. All dead trees along either side of the drain that may impede the performance of the drain if allowed to remain and fall into the ditch, shall be removed and put in piles, unless directed otherwise by the Engineer.

410.3.10 Tile Outlets

The location of all existing tile outlets may not be shown on the profile for the drain. The Contractor shall contact each owner and ensure that all tile outlets are marked prior to commencing excavation on the owner's property. If a marked tile outlet or the tile upstream is damaged due to construction, it shall be replaced at the Contractor's expense. Additional payment will be allowed for the repair or replacement of any unmarked tile outlets encountered during excavation. In all cases, if an existing tile outlet requires replacement the Contractor shall confirm the replacement tile outlet with the Engineer. Where riprap protection exists at any existing tile outlet such protection shall be removed and replaced as necessary to protect the outlet after reconstruction of the channel.

If any tile outlet becomes plugged as a result of construction, the Contractor shall remove the obstruction.

410.3.11 Completion

At the time of final inspection, all work in the contract shall have the full dimensions and cross-sections specified.

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STANDARD SPECIFICATIONS

FOR

TILE DRAINS

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420 STANDARD SPECIFICATIONS FOR TILE DRAINS**420.1 DESCRIPTION**

Work under this specification will consist of supplying, hauling, laying and backfilling subsurface drainage conduit with the conduit materials as described on the Drawings and in the location, depth and invert grade as shown on the Drawings. In this specification the word "tile" will apply to all described conduit materials. Lengths are in millimeters (mm) and meters (m).

The work shall include the supplying of all labour, tools, equipment and extra materials required for the installation of the tile; the excavation and backfilling of the trenches; the hauling, handling, placing and compaction of the excavated material for backfill, the loading, hauling, handling and disposal of surplus excavation material; the removal and replacing of topsoil and sod where required by the Engineer.

All existing laterals crossed by the new line shall be reconnected in an approved manner. Either special manufactured connections shall be used or another method of sealing connections as approved by the Engineer. The Contractor shall also construct catchbasins, junction boxes and other structures where directed by the Engineer.

Except where complete removal of an existing pipe is required by new construction, existing pipes to be abandoned shall be sealed with a concrete or mortar plug with a minimum length of 300mm to the satisfaction of the Engineer.

Sections 6 and 7 of the current version of the *Drainage Guide for Ontario*, OMAFRA Publication 29 shall provide a general guide to all methods and materials to be used in the construction of tile drains except where superseded by this Contract.

The licensing requirements of the *Agricultural Tile Drainage Installation Act, 1990* will not be applicable to this Contract unless specified otherwise by this Contract.

420.2 MATERIALS

Refer to Section 400, Standard Specifications for Drain Construction for any materials required for tile drain construction.

420.3 CONSTRUCTION**420.3.1 Outlet**

A tile drain outlet into a ditch or creek shall be protected using a 6m length of rigid pipe with a hinged grate for rodent protection. Maximum spacing between bars on the rodent grate shall be 50mm. Material for rigid pipe will be specified in the Special Provisions, plastic pipe is preferred. The joint between the rigid pipe and the tile drain shall be wrapped with filter fabric. All outlets will be protected with rock riprap to protect the bank cut and as a splash apron. In some locations riprap may also be required on the bank opposite the outlet. The quantity of riprap required will be specified in the Special Provisions. A marker stake as approved by the Engineer shall be placed at each tile outlet.

420.3.2 Line

The Engineer will designate the general location of the new drain. A landowner may indicate a revised location for the drain which must be approved by the Engineer. Where a change in alignment is required that is not accommodated in a catchbasin, junction box or similar structure the alignment change shall run on a curve with a radius not less than the minimum installation radius specified for the tile material.

The Contractor shall exercise care to not disturb any existing tile drains which parallel the course of the new drain, particularly where the new and existing tile act together to provide the necessary capacity. Where an existing tile is disturbed or damaged the Contractor shall perform the necessary correction or repair with no additional compensation.

NOTE: It is the Contractor's responsibility to ascertain the location of, and to contact the owners of all utility lines, pipes and cables in the vicinity of drain excavations. The Contractor shall be completely responsible for all damages incurred.

420.3.3 Grade Control

Tile is to be installed to the elevation and grade shown on the profiles. Accurate grade control must be maintained by the Contractor at all times during tile installation. The tile invert elevation should be checked every 50m and compared to the elevation on the profile.

Benchmarks are identified on the Contract Drawings. The Engineer will confirm all benchmark elevations prior to construction.

420.3.4 Variation from Design Grade

No reverse grade will be allowed. A small variation in grade can be tolerated where the actual capacity of the drain exceeds the required capacity. The constructed grade should be such that the drain will provide the capacity required for the drainage area. Constructed grade should not deviate from design grade by more than 10% of the internal diameter for more than 25m. Grade corrections shall be made gradually over a distance not less than 10m.

420.3.5 Installation

At each work stoppage, the exposed end of the tile shall be covered by a tight fitting board or metal plate. No installed tile shall be left exposed overnight. Any tile damaged or plugged during construction shall be replaced or repaired at the Contractor's expense.

Topsoil over the trench shall be stripped, stockpiled separately and replaced after the trench is backfilled. Where installation is across a residential lawn, existing sod over the trench shall be cut, lifted and replaced in a workmanlike manner or new sod laid to match pre-construction conditions.

420.3.5.1 Installation of Concrete Tile

Concrete tile shall be installed by a wheel trencher unless an alternate method of construction is noted on the Drawings.

Digging of the trench shall start at the outlet end and proceed upstream. The location and grade shall be as shown on Drawings but shall be liable to adjustment or change by the Engineer on site with no additional payment allowed except where the change involves increased depth of cut beyond the limitation of the wheel trencher in use at the time of the change. The trench width measured at the top of the tile should be at least 150mm greater than the tile diameter.

The bottom of the trench is to be cut accurately to grade and shaped so that the tile will be embedded in undisturbed soil or in a compacted bed at least for 10% of its overall height. Where hard shale, boulders or other unsuitable bedding material is encountered, the trench shall be excavated to 75mm below grade and backfilled with granular material compacted to a shaped, firm foundation. If the trench is overcut below the proposed grade, it is to be backfilled with granular material to the correct grade and compacted to a shaped, firm foundation.

Where the depth for the tile installation exceeds the depth capacity of the wheel trencher the Contractor shall excavate a trench of sufficient depth so that the wheel trencher can install the tile at the correct depth and grade. The tender price shall include the cost of the additional excavation and backfilling and stripping and replacing topsoil over the trench.

The inside of the tile is to be kept clean during installation. All soil and debris should be removed before the next tile is laid. Maximum spacing at joints between tiles should be about 3mm. Directional changes can be made without fittings or structures provided the centre-line radius of the bend is not less than 15m radius. The tiles are to be beveled, if necessary, to ensure close joints on all bends.

All tile joints and connections with other pipe materials are to be fully and tightly wrapped with a minimum 300mm width of geotextile drain wrap. A 150mm overlap on top is required. No additional payment will be made for joint wrapping.

420.3.5.2 Installation of Corrugated Plastic Tubing

Corrugated plastic tubing shall be installed by a drainage plow or wheel trencher unless an alternate method of construction is specified on the Drawings. For other installation methods, proper bedding and backfill is required to maintain the structural integrity of the plastic tubing so that surface and earth loads do not deflect the tubing by more than 20% of its nominal diameter.

For all installation methods:

- the plastic tubing should not be stretched by more than 7% of its normal length
- protect tubing from floating off grade when installing in saturated soil conditions
- directional changes can be made without fittings provided the centre-line radius of the bend is not less than five times the tubing diameter

Drainage plow equipment should construct a smooth bottomed opening in the soil and maintain the opening until the tubing is properly installed. The size of the opening in the soil should conform closely to the outside diameter of the tubing.

420.3.5.3 Installation of Concrete Sewer Pipe or Plastic Pipe

The Contractor may install pipe using a wheel trencher. For concrete sewer pipe, the bells must be recessed.

The Contractor may install pipe using an excavator by shaping the bottom of the trench to receive and support the pipe over 10% of its diameter if the trench is backfilled with native material. Shaping the trench bottom is not required where 150mm of granular bedding is placed to the satisfaction of the engineer.

420.3.6 Backfilling

All tile should be blinded by the end of the day's work to protect and hold them in place against disturbances. After tile is inspected, it shall initially be backfilled with a minimum cover of 300mm.

For blinding and initial backfilling use clean native soil with no organic matter. Initial backfill shall be tamped around the pipe by backhoe bucket or similar if directed by the Engineer.

The tile shall be backfilled with native material such that there is a minimum cover of 600mm. In addition, a sufficient mound must be placed over the trench to ensure that no depression occurs after settling along the trench.

420.3.7 Tile Connections

All lateral drains encountered along the route of the new tile drain are to be connected to the new drain if the intercepted tile are clean and do not contain polluted water. Lateral drains that are full of sediments or contain polluted waters will be addressed by the Engineer at the time of construction. All lateral drains are to be connected to the new tile using a pipe material and size that will provide the same flow capacity as the existing lateral drain unless a different connection is described in the Special Provisions. Corrugated plastic tubing can be used for all tile connections. Tubing can be solid or perforated, filter sock is not required. Contractor is responsible for installation and backfilling in a manner that maintains the structural integrity of the connection. Manufactured fittings should be used to ensure tight connections. Where an opening must

be made in the new tile drain for a connection, the opening shall be field cut or cored. After the opening is cut in the new tile any gaps or voids around the connection shall be sealed with mortar, low-expanding spray foam or geotextile. Lateral tubing shall not protrude more than 25mm beyond the inside wall of the new tile drain. The Contractor shall ensure that any material used to seal the connection does not protrude beyond the inside wall of the new tile drain.

All connections that are described in the Special Provisions are considered to be part of the original Contract price. For all other connections the Contractor will be paid in accordance with the price established in the Schedule of Tender Prices. The Contractor must list all connections on the Lateral Connection Summary sheet, if included in the Special Provisions, in order to qualify for payment. The Lateral Connection Summary sheet describes all tile encountered based on location (station), side of trench, size and type of tile and approximate length and type of material used for the connection.

420.3.8 Stones and Rock

The Contractor shall immediately contact the Engineer if bedrock or stones of sufficient size and number are encountered such that installation by wheel trencher cannot continue. The Engineer may direct the Contractor to use some other method of excavation to install the tile. The basis of payment for such extra work shall be determined by the Engineer. Stones greater than 300mm in diameter that are removed during excavation shall be disposed of by the Contractor at an offsite location. No additional payment for excavating or hauling these stones will be provided.

420.3.9 Brush, Trees and Debris

Unless stated otherwise in the Special Provisions, the following requirements shall apply for installation of a tile drain in a wooded area. The Contractor will clear and grub a minimum corridor width of 30m centered on the tile drain alignment. The resulting debris shall be placed in a windrow along the edge of the working area. No additional payment will be made for such work.

420.3.10 Subsoil Instability

If poor subsoil conditions are encountered during tile installation by wheel trencher an attempt shall be made to install the tile with a continuous geotextile underlay in the trench bottom. The cost of the underlay, if approved by the Engineer, will be paid as an extra. If the continuous geotextile underlay is not sufficient then the tile will be installed by backhoe or excavator on a bedding of 19mm clear crushed stone (300mm depth) to achieve trench bottom stability for the new tile. If approved, the above work will be paid based on the unit price provided on the Form of Tender. The unit price shall include the cost to supply and place the stone. If more than 300mm depth of stone is required for bottom stability, additional payment will be allowed for the additional depth of stone. The additional quantity of stone shall be supported by weigh tickets and the suppliers invoice.

If poor subsoil conditions are encountered during tile installation by backhoe or excavator, the tile shall be installed on stone bedding as noted above. For this installation only the material cost of the stone will be paid as an extra. Supply of stone and cost to be supported by weigh tickets and supplier's invoice.

If the subsoil is a fine grained soil it may necessary to place the stone on a geotextile with the geotextile wrapped over the stone before laying the tile. Additional payment will be allowed to supply and install the geotextile.

420.3.11 Broken or Damaged Tile

The Contractor shall dispose of all damaged or broken tile and broken tile pieces off-site.

420.3.12 Excess Tile

All excess tile shall be removed from the job site.

420.3.13 Catchbasins*420.3.13.1 General*

All catchbasins shall have minimum inside dimensions matching the dimensions shown on the Drawings. Contractor is responsible for ordering catchbasins to match the inlet and outlet connections and top elevations required by the Special Provisions and the Drawings.

420.3.13.2 Materials

Requirements in this section apply to catchbasins in non-travelled locations. Where catchbasins are proposed for travelled locations, refer to the Special Provisions and the Drawings for applicable OPSD information.

Precast concrete catchbasins shall be manufactured by as Coldstream Concrete or approved equal. Minimum wall thickness for catchbasins without reinforcement is 150mm and with reinforcement 100mm. The joints between precast catchbasin sections shall be protected with geotextile to prevent soil material from entering into the catchbasin. Joint protection using mortar or water tight barrier is also acceptable. Grates are to be birdcage grates as manufactured by Coldstream Concrete or approved equal unless specified otherwise on the Drawings. All grates to be secured with corrosion resistant hardware.

HDPE catchbasins shall be as fabricated by ADS, Armtec, Hancor or approved equal. Steel catchbasins shall be the Heavy Duty Steel Catch Basin as manufactured by AgriDrain or approved equal. PVC catchbasins shall be Nyloplast as manufactured by ADS or approved equal. HDPE, steel and PVC catchbasins shall be supplied with integral stubouts fabricated by the manufacturer and sized according to the pipe connections shown on the Drawings. Grates for HDPE, steel or PVC catchbasins shall be in accordance with the Special Provisions and manufacturer recommendations.

Marker stakes as supplied by Coldstream Concrete or equal are to be placed beside each catchbasin unless specified otherwise on the Drawings.

420.3.13.3 Installation

All tile or pipe connected to concrete catchbasins shall be mortared or secured in place so that no gaps remain at the connection. Mortar is to be applied on both the inside and outside wall surfaces.

Backfill around all new catchbasins is recommended to be 19mm clear crushed stone to avoid future settlements. The Contractor shall be responsible backfilling all settlement areas around catchbasins during the contract warranty period. No additional payment will be provided for adding backfill to settlement areas around catchbasins.

All catchbasin sumps to be fully cleaned by the Contractor after completion of drain installation and backfilling.

420.3.14 Junction Boxes

Junction boxes shall be precast concrete to the same specification as above for catchbasins except that the junction box shall have a solid lid. The lid shall be a minimum of 125mm thick with wire mesh reinforcement and 2 lifting handles. The top of the junction box should have a minimum ground cover of 450mm.

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 094-22

**BEING A BY-LAW TO APPOINT A CHIEF ADMINISTRATIVE
OFFICER FOR THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH**

WHEREAS, it is deemed to be in the best interests of The Corporation of the Township of Wellington North to appoint a Chief Administrative Officer (CAO);

AND WHEREAS the CAO shall be responsible for:

- a) Exercising general control and management of the affairs of the municipality for the purposes of ensuring the efficient and effective operations of the municipality and;
- b) Performing such other duties as assigned by the municipality.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH HEREBY ENACTS AS FOLLOWS:**

1. **THAT** Brooke Lambert is hereby appointed the Chief Administrative Officer for the Corporation of the Township of Wellington North, exercising general control and management of the affairs of the municipality for the purpose of ensuring the efficient and effective operation of the municipality, and performing such other duties as are assigned by the municipality.
2. **AND THAT** Schedule A to this by-law shall set out the duties, responsibilities, terms of employment and remuneration between the CAO and the municipality.
3. **AND THAT** this By-law shall be effective September 6, 2022.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 29TH DAY OF AUGUST, 2022.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK



Chief Administrative Officer

Job Description

REPORTS TO Council

POSITION STATUS Full-time

LOCATION Kenilworth, ON

PAY METHOD..... Salary

GROUP BENEFITS..... Yes

WEEKLY HOURS 35 hours per week, with irregular hours

OVERTIME..... Ineligible

ON CALL..... No

JOB SUMMARY:

The Chief Administrative Officer (CAO) is an organizational leader serving as a champion for the Township’s strategic vision and goals set in accordance with the policies, direction and decisions of Council and operating within the requirements of the *Municipal Act* and all other statutory regulations. The CAO advises Council on the development of strategies that will best position the Township to address on-going challenges, drive opportunities forward and provide programs and initiatives that address the needs of the community. The CAO ensures department leaders fully execute on all aspects of the day-to-day administrative, operational and financial objectives of the Township and works with external partners and stakeholders to ensure opportunities for the Township are leveraged in a way that secures its growth and sustainability.

CORE RESPONSIBILITIES:

- Provides advice and makes recommendations to Council on organizational direction, policy and programs, service levels, legislative, financial and organizational matters to ensure Council is advised in a timely manner of critical issues affecting Township operations, projects, and planning matters; oversee the implementation of all policies adopted by Council to ensure maintenance of the highest standards of business conduct and ethics, as well as full compliance with all applicable laws, rules and regulations;
- Acts as the primary link between Council and staff to ensure that staff have appropriate input into Council deliberations, and that Council decisions and directives are understood by staff and implemented in a timely, effective and efficient manner;
- Works with department leaders to develop business cases and reports, ensuring relevant information is collected and that appropriate research, analysis and evaluation is conducted in order to develop policy alternatives, strategies and recommendations to support decision making of Council;
- Delegates appropriately to ensure the efficient acquisition and allocation of the financial, human, physical and other resources required by the Township to implement and achieve its strategic plan and ensure the implementation of effective control, monitoring

and performance standards and systems relative to the utilization of all organization resources;

- Oversees the development, approval and implementation of annual and multi-year operational plans and Township budget; works with the Director of Finance and other staff to allocate funds and monitor expenditures and revenues to ensure transparent financial accountability;
- Negotiates various agreements and contracts on behalf of the Township; prepares, authorizes and reviews agreements/tenders/contracts to ensure accuracy and appropriate terms and conditions, and with other appropriate staff members, oversees the administration of contracts to ensure performance and compliance;
- Ensures effective and meaningful communication and customer service to the public by leading the Township's communications activities and forms of media including preparation and distribution of press releases, advertising and other communications activities; prepares written reports and/or makes oral presentations to various audiences; responds to public concerns/complaints and investigates where necessary and appropriate;
- Participates in discussions and works with officials from other municipalities, provincial and federal departments and other agencies or community groups on various initiatives to further the objectives of the municipality and to enhance relationships between staff and local groups; represents the Township in legal proceedings and/or court actions;
- Mentors, coaches and inspires Township staff to manage the day-to-day operations and deliver the highest caliber of programs and services to the community; fosters collaborative working relationships, promotes open effective communications, resolves problems and issues, and leads the creation of a positive, highly-engaged, inclusive work environment;
- Leads Township staff in the implementation of new initiatives to achieve service modernization, builds trust, team alignment and accountability, stimulating personnel to contribute fully to the realization of the vision, strategic goals and objectives;
- Ensures that an Emergency Response and Business Continuity Plan are in place, working collaboratively to provide materials and tools needed for success, such as: policies, procedures, and continuous training;
- Undertakes special projects and performs all other related duties as assigned.

MINIMUM QUALIFICATIONS:

- 10-15 years of progressively responsible experience typically obtained in a government or municipal setting, with 5+ years in a management capacity.
- A Bachelor's degree in Public Administration, Political Science, Business Administration or related discipline; or any equivalent combination of education and experience.
- Detailed knowledge of relevant provincial and federal legislation and regulations with the ability to interpret, apply and explain various pieces of legislation affecting municipalities.
- Knowledge of municipal operations including public works, recreation, municipal finance, land use planning, economic development and emergency services.
- Proficiency with computer programs including, Microsoft Office (Excel, Word, Outlook, and PowerPoint), current information technologies and social media platforms.
- Significant experience with policy development and implementation, business management, planning, budgets and finance.
- Ability to make administrative and procedural decisions and judgments on sensitive, confidential issues, demonstrating tact, initiative, flexibility and patience.

- Excellent problem solving, negotiation and mediation skills in order to build consensus.
- Ability to prioritize organizational functions and staff workload/assignments to meet deadlines, changing priorities and handle contingencies.
- Strong time and project management skills with the ability to lead projects strategically from concept to completion in consultation and collaboration with various internal and external stakeholders.
- Demonstrated success managing multi-faceted change with superior leadership, coaching and facilitation skills, providing others with the opportunity and support to develop skills and capabilities.
- Outstanding customer service and community focus, responding to complicated or sensitive queries and issues with a sense of urgency while understanding the complex stakeholder relationships (multi-employer/multi-stakeholders).
- Superior interpersonal and communication skills to build relationship, synthesize or crystalize key discussion points, clearly communicate complex information and draft, edit and or present a variety of written reports and materials.
- Ability to support council, committee meetings and public events outside normal working hours on a regular basis.
- Must possess and maintain a valid Ontario Class G and restriction free drivers' licence to carry out the duties of the job.

Preferred:

- A Master's Degree in Business, Public Administration, Political Science or related discipline
- Executive Diploma in Municipal Management (EDMM)

WORKING CONDITIONS

Physical demands: Mostly sedentary work – Occasional exertion up to 10 pounds of force to lift, carry, push, pull or otherwise move objects. Sitting and working on a computer for prolonged periods of time could potentially produce high levels of fatigue, including eye strain; ability to move freely to reduce fatigue and vary tasks as needed. Regular operation of a motorized vehicle.

Mental demands: Strong mental attention and concentration in all tasks. Frequent interruption from task is to be expected, including responding to staff and public inquires often outside of regular business hours. This position works towards major deadlines regularly and as a result, works long and irregular hours. Regularly deals with sensitive and confidential material/information and has responsibility for making organizational decisions, researching, developing and implementing best practices for new policies and procedures. High levels of stress and pressure from delivering frequent presentations, extensive contact with the public, media, council, community groups and staff and delivering controversial and/or negative information and decisions.

Working Conditions: Work closely with others typically in an office environment utilizing computer and other office equipment. Regular travel off-site to various community events, meetings and organizations in all types of weather conditions.

POSITION OVERVIEW		
<i>Department:</i>	Administration	
<i>Supervisory Responsibilities</i>	Yes	
<i>Category:</i>	Management	
<i>Date Prepared:</i>	March 6, 2017	
<i>Revision Date:</i>	January 8, 2018	
		DD / MM / YYYY
<i>Manager Signature</i>		
<i>Employee Signature</i>		

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 095-22

**BEING A BY-LAW TO REPEAL BY-LAW 056-22 BEING A BY-LAW
TO APPOINT AN ACTING CHIEF ADMINISTRATIVE OFFICER FOR
THE CORPORATION OF THE TOWNSHIP OF WELLINGTON
NORTH**

WHEREAS, it is deemed to be in the best interests of The Corporation of the Township of Wellington North to repeal By-law 056-22

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH HEREBY ENACTS AS FOLLOWS:**

1. THAT Darren Jones was appointed Interim Chief Administrative Officer (CAO) by By-law 056-22
2. AND THAT a new CAO has been recruited and will commence employment with the municipality effective September 6, 2022
3. AND THAT By-law 056-22 is repealed effective September 16, 2022.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 29TH DAY OF AUGUST, 2022.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 096-22

**BEING A BY-LAW TO REPEAL BY-LAW 057-22 BEING A BY-LAW
TO APPOINT AN ACTING CHIEF ADMINISTRATIVE OFFICER FOR
THE CORPORATION OF THE TOWNSHIP OF WELLINGTON
NORTH**

WHEREAS, it is deemed to be in the best interests of The Corporation of the Township of Wellington North to repeal By-law 057-22

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH HEREBY ENACTS AS FOLLOWS:**

1. **THAT** Matthew Aston was appointed Interim Chief Administrative Officer (CAO) by By-law 057-22
2. **AND THAT** a new CAO has been recruited and will commence employment with the municipality effective September 6, 2022
3. **AND THAT** By-law 057-22 is repealed effective September 16, 2022.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 29TH DAY OF AUGUST, 2022.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 098-22

**BEING A BY-LAW TO AMEND BY-LAW 016-21 BEING A BY-LAW
TO ESTABLISH FEES AND CHARGES FOR RECREATION
SERVICES PROVIDED BY THE MUNICIPALITY**

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH ENACTS AS FOLLOWS:**

1. **THAT** Council of the Corporation of the Township of Wellington North hereby authorizes the reduction in the 2022 and 2023 fee for bronze medallion and bronze cross to \$100.00

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 29TH DAY OF AUGUST, 2022.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 099-22

**BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01
BEING THE ZONING BY-LAW FOR THE TOWNSHIP OF
WELLINGTON NORTH (Cachet Developments (Arthur) Inc)**

WHEREAS, the Council of the Corporation of the Township of Wellington North deems it necessary to amend By-law Number 66-01 as amended pursuant to Section 36 of The Planning Act, R.S.O. 1990, as amended

NOW THEREFORE the Council of the Corporation of the Township of Wellington North enacts as follows:

1. THAT Schedule 'A-2' of By-law 66-01 is amended by changing the zoning on lands described as Part Park Lots 3-4 S/S Domville; Part Park Lots 6 & 7 N/S Smith; RP 60R1199 Parts 3 & 4 RP;60R3022 Part 2 and Crown Survey Part Park Lot 8 N; Smith Street RP 61R10854 Part 2, Arthur, Township of Wellington North, as shown on Schedule "A" attached to and forming part of this By-law from
 - **Holding Residential Site Specific ((H)R1C-26) to Residential Site Specific (R1C-26).**
 - **Holding Residential Site Specific ((H)R3-29) to Residential Site Specific (R3-29).**
2. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.
3. THAT this By-law shall take force and effect on the date of passing and come into force in accordance with the requirements of the Planning Act, R.S.O. 1990.

4. THAT this By-law shall take force and effect on the date of passing and come into force in accordance with the requirements of the Planning Act, R.S.O. 1990

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 29th DAY OF AUGUST, 2022.**

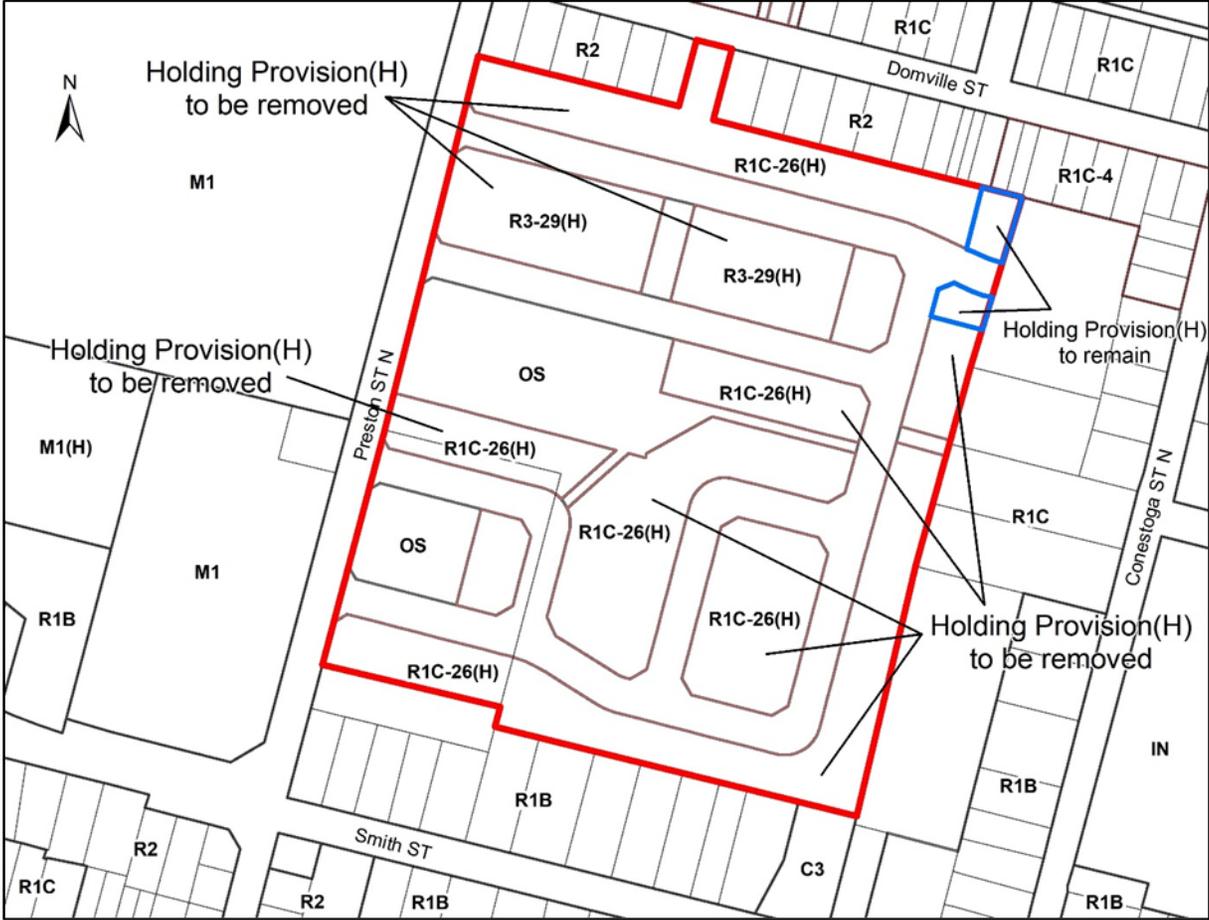
ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 099-22

Schedule "A"



Passed this 29th day of August, 2022.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 099-22

THE LOCATION OF THE SUBJECT LANDS

The property subject to the proposed amendment is described as Part Park Lots 3-4 S/S Domville; Part Park Lots 6 & 7 N/S Smith; RP 60R1199 Parts 3 & 4 RP;60R3022 Part 2 and Crown Survey Part Park Lot 8 N; Smith Street RP 61R10854 Part 2, Arthur, Township of Wellington North. The subject lands are vacant, approximately 11.08 ha (25.37 ac) in size and the lands subject of the amendment are currently zoned Holding Residential Site Specific ((H)R1C-26) and Holding Residential Site Specific ((H)R3-29)

THE PURPOSE AND EFFECT of the proposed amendment is to rezone the subject lands from Holding Residential Site Specific ((H)R1C-26) to Residential Site Specific (R1C-26) and Holding Residential Site Specific ((H)R3-29) to Residential Site Specific (R3-29) to permit the construction of a residential subdivision.

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 100-22

**BEING A BY-LAW TO AUTHORIZE A SUBDIVISION AGREEMENT
(5053745 Ontario Inc. (Wilson)**

WHEREAS it is deemed expedient to enter into such an Agreement with 5053745 Ontario Inc.:

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Township of Wellington North in the County of Wellington, being comprised of:

PART PARK LOT 4, SOUTH SIDE OF DURHAM STREET AND EAST SIDE OF MAIN STREET, PLAN OF THE TOWN BEING PART 1 61R 22218 ; TOWNSHIP OF WELLINGTON NORTH

Property Identifier Number (PIN): 71066-0139 (LT)

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH enacts as follows:

1. The Corporation shall enter into a Subdivision Agreement with 5053745 Ontario Inc. in the form, or substantially the same for as the draft Agreement attached hereto as Schedule 1.
2. The Mayor and the Clerk of the Corporation are hereby authorized and directed to sign the By-law to enter into the Agreement on behalf of the Corporation

3. And the Clerk be hereby directed to cause notice of the said Agreement to be registered on the title to the lands.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 29TH DAY OF AUGUST, 2022.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SUBDIVISION AGREEMENT

Between

5053745 Ontario Inc.

- and -

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

**Township of Wellington North
7490 Sideroad 7 West, P.O. Box 125
Kenilworth, ON., N0G 2E0**

TOWNSHIP OF WELLINGTON NORTH

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TOWNSHIP OF WELLINGTON NORTH
SUBDIVISION AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 202__.

BETWEEN:

5053745 Ontario Inc.
(the "Developer")

- and -

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the "Township")

WHEREAS the Developer is the owner of the lands described in Schedule "A" (the "Lands") to this Subdivision Agreement (the "Agreement") and proposes to subdivide "Lands" for the purpose of selling, conveying or leasing it in lots, by reference to a Registered Plan of Subdivision.

AND WHEREAS the Developer declares that it is the registered owner of the Lands and has applied to the County of Wellington (the "County"), for approval of a plan of subdivision (the "Plan"), which is identified on Schedule "B" to this Agreement.

AND WHEREAS the County has approved a red-line revisions for the approval of draft plan of subdivision with conditions pursuant to subsection 51(25) of the *Planning Act* on May 18, 2022.

AND WHEREAS the Township has been authorized by the County to require the Developer to agree to construct and install certain watermains and water service connections, stormwater management systems, storm sewers and storm service connections, sanitary sewers and service connections, roadways, structures, sidewalks, walkways, parks, landscaping, conservation work, fencing, street lighting, traffic plan, signage and other requirements or services in compliance with the engineering plans set out in Schedule "D" to this Agreement (the "Works") and to make financial arrangements with the Township for the installation and construction of the Works before final approval of the Plan by the County.

AND WHEREAS the Township has been authorized by the County to require the Developer to provide for the submission, to the satisfaction and approval of the Township, of design drawings and supporting information to address the requirements of the proposed development including roads, boulevards, pedestrian access, municipal servicing, drainage/SWM, utilities, landscaping/preservation, signage, external works required to support the development, and any other requirements of approval agencies.

AND WHEREAS the Township is authorized by subsection 51(26) of the *Planning Act* to enter into a subdivision agreement for the purposes of satisfying all the requirements of the Township,

financial and otherwise including but not limited to the provision of roads, signage and the installation of municipal services, the planting and preservation of trees, and stormwater management and drainage.

AND WHEREAS the Developer is required to dedicate up to 5% of the land included in the plan to the municipality for public purposes, under section 51.1(1) of the *Planning Act*, or make a cash payment to the Township in lieu of dedicating such land. Alternatively, the municipality is authorized to accept cash in lieu of all or a portion of the conveyance under section 51.1(3) of the *Planning Act*.

AND WHEREAS the word “Developer” where used in this Agreement includes an individual, association, partnership or corporation and wherever the singular is used it shall be construed as including the plural, and the words "it", "its", “they” and “their” in reference to the Developer are interchangeable as grammatically required.

NOW THEREFORE in consideration of the mutual terms, conditions and covenants contained herein, the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

SECTION 1 – ORDER OF PROCEDURE

1.1 Upon application to the Township for the preparation of an Agreement the Developer shall:

- 1.1.1 pay to the Township the fee required by the Township’s Tariff of Fees By-law;
- 1.1.2 pay to the Township the sum of ten thousand dollars (\$10,000.00) as a deposit in respect of the Township’s engineering, planning and legal costs referred to in Section 3.2.1 herein; and
- 1.1.3 submit design drawings and supporting information outlining the services to be installed.

1.2 Prior to Registering the Agreement the Developer shall:

- 1.2.1 deposit with the Township securities and insurance as outlined in this Agreement;
- 1.2.2 pay in full any outstanding taxes or drainage, local improvement charges and charges under the *Municipal Act*, 2001 including outstanding sewer rates and/or water rates;
- 1.2.3 mutually agree with the Township on the parcel of land to be deeded to the Township for parkland or the amount of cash to be given to the Township in lieu of parkland;
- 1.2.4 pay the amount in lieu of parkland to the Township or deposit the Transfers/Deeds of Land for the parkland with the Township;
- 1.2.5 deposit with the Township Solicitor eight (8) copies of this Agreement executed by the Developer, to be executed by the Township and retained by the Township Solicitor for registration as hereinafter provided;

- 1.2.6 deliver if requested by the Township Solicitor written authorization to register this Agreement or Notice of this Agreement both before and after registration of the Plan, whereupon the Township Solicitor shall register this Agreement or notice of it;
- 1.2.7 provide the Township a signed undertaking from the Developer's Ontario Land Surveyor to provide the County's Planning Department one mylar, one white print, and an electronic copy of the registered Plan within 30 days of registration of the Plan in the Land Registry Office;
- 1.2.8 Deposit with the County of Wellington a copy of the deposited Reference Plan from the Developer's surveyor submitted to the Land Registry/Titles Office for Wellington (No. 61) for "First Registration Under the Land Titles Act, R.S.O. 1990, c.L.5".
- 1.3 Prior to starting construction of the Services in the Subdivision the Developer shall:
 - 1.3.1 remit to the County of Wellington the applicable final approval fee when the final plan is being presented to the County of Wellington for the County's consideration for final plan approval;
 - 1.3.2 obtain final approval of the Plan from the County and have obtained registration of the Plan;
 - 1.3.3 ensure the County of Wellington is advised by the Township that appropriate zoning is in effect for this proposed subdivision, prior to final approval by the County of Wellington.
 - 1.3.4 submit and obtain the written approval of the Township Engineer for the following in accordance with the current Municipal Servicing Standards of the Township:
 - 1.3.4.1 the Storm Drainage Plan;
 - 1.3.4.2 the Overall Lot Grading Plan;
 - 1.3.4.3 the Composite Utility Plan for hydro, telephone and other applicable telecommunications, gas and utilities;
 - 1.3.4.4 final approved drawings for all Works required in Schedule "D" to this Agreement;
 - 1.3.5 submit to the Township, the Ministry of the Environment, Conservation and Park's (MECP) Environmental Compliance Approval (ECA) for the Sanitary Sewage Collection System, and the Storm Sewer System and Storm Water Management Works;
 - 1.3.6 provide written confirmation of approval required for drainage, road crossings, conveyances, encroachments, or easements from the Township, County, Conservation Authority, the Ministry of Transportation of Ontario and any other authority having jurisdiction;
 - 1.3.7 complete a pre-condition survey on surrounding properties, building, structures and utilities that are adjacent to the development site and/or along the primary Township road(s) to access the subdivision site, or as determined by the Township. The survey method used shall be acceptable to the vibration control engineer and the Developer's insurers. Pre-condition survey is to also include municipal roadway, curb and gutter, boulevard, sidewalks, fire hydrants, hydro poles, signage, etc. A copy of the

- preconstruction survey records shall be provided to the Township. Upon completion of construction, if required, a post-condition survey shall be completed at the request of the Township or the Developer's insurer. All cost incurred by the pre-condition and post-condition surveys shall be at the expense of the Developer;
- 1.3.8 issue advance notice of construction to adjacent properties to the development property and to properties within one (1) Township roadway block of the development, or as determined by the Township. Advance notice should include a key plan map of the subdivision property, approximate start of construction date and approximate completion of construction date for Stages 1 and 2;
- 1.3.9 arrange and attend public open house, as determined by the Township;
- 1.3.10 submit the documents, plans, and reports listed in Section 5 of Schedule "M" to the satisfaction of the Saugeen Valley Conservation Authority;
- 1.3.11 submit a detailed geotechnical investigation report prepared by a qualified geotechnical engineer to the satisfaction of the Township and the Saugeen Valley Conservation Authority; and
- 1.4 Prior to the sale of any lot and/or prior to the making of application for building permits the Developer shall:
- 1.4.1 comply with all requirements of Section 8.9 of this Agreement.
- 1.5 Prior to any person occupying any building within the Subdivision the Developer shall:
- 1.5.1 comply with all the requirements of Section 8.10 of this Agreement.
- 1.5.2 If the Developer does not obtain final approval of the Plan from the County before May 19, 2025, and the County has not granted any extensions pursuant to subsection 51(33) of the *Planning Act*, the County's approval of the draft Plan with conditions shall automatically lapse pursuant to subsection 51(32) of the *Planning Act*. The Developer covenants and agrees that any extension requested by the Developer shall include: (a) a written explanation from the Developer for the requested extension, and (b) a resolution from the Township approving the requested extension, which must be delivered to the County's Director of Planning prior to May 19, 2025.

SECTION 2 – LIST OF ATTACHED SCHEDULES

The following schedules are attached to and form part of this Subdivision Agreement.

- 2.1 Schedule “A” - Description of Lands being Subdivided.
- 2.2 Schedule “B” - Identification of Draft Plan.
- 2.3 Schedule “C” - Township of Wellington North Municipal Servicing Standards (Current).
- 2.4 Schedule “D” - Works to be Constructed.
- 2.5 Schedule “E” - Itemized Estimate of Cost of Construction of Each Part of the Works.
- 2.6 Schedule “F” - List of Lots Unsuitable for Building Purposes.
- 2.7 Schedule “G” - Owner’s Final Grading Certificate.
- 2.8 Schedule “H” - List of Lands for Municipal Purposes and Easements to be Granted to the Township.
- 2.9 Schedule “I” - No Occupancy Agreement.
- 2.10 Schedule “J” - Application for Reduction of Security.
- 2.11 Schedule “K” - Form of Partial Release.
- 2.12 Schedule “L” - Conditions of Draft Approval.
- 2.13 Schedule “M” - Special Provisions and Exceptions (Section 10).
- 2.14 Schedule “N” - Covenants and Restrictions.
- 2.15 Schedule “O” - Statutory Declaration RE Payment of Accounts.
- 2.16 Schedule “P” - Developer Contribution.

SECTION 3 – INSTALLATION OF SERVICES

3.1 General Obligations

The Developer shall comply with all requirements of this Agreement, including the requirements and/or conditions set out or identified in the Schedules which are attached to and form part of this Agreement, to the satisfaction of the Township, and with respect to the Conditions of Draft Approval described in Schedule “L” to the satisfaction of the Saugeen Valley Conservation Authority, and Upper Grand District School Board. The Developer shall design, construct and install, at its own expense, and in a good and workmanlike manner in accordance with standards of the Township as set out in Schedule “C”, the Works as in Schedule “D” to the satisfaction of the Township.

- 3.2 Township's Engineering, Planning and Legal Costs
- 3.2.1 The Developer agrees to pay the Township's cost of the Township Planner and the Township Solicitor in processing the Subdivision and of the Township Engineer for checking of plans, documents and specifications and for supervision and inspection on behalf of the Township.
- 3.2.2 The Developer shall be billed regularly by the Township for all costs incurred by the Township with respect to this Agreement pursuant to Section 3.2.1.
- 3.2.3 The Developer shall reimburse the Township, for all costs incurred by the Township as referred to in Section 3.2.1 herein, within thirty (30) days of each billing, failing which the Township and its agents shall cease all work with respect to the review of the Subdivision.
- 3.2.4 The deposit referred to in Section 1.1.2 of this Agreement shall be retained by the Township as a float against any unpaid bills and such deposit (or the balance thereof, if any) shall be returned to the Developer at Final Acceptance of the Subdivision by the Township and the Township being satisfied, in its discretion, that all costs in Section 3.2.1 herein and any contingencies with respect to the Subdivision have been paid in full.
- 3.2.5 The Developer shall pay to the Township, on thirty (30) days written notice from the Township, such amount as is necessary to maintain the deposit referred to in Section 1.1.2 at the sum of ten thousand dollars (\$10,000.00), failing which the Township and its agents shall cease all work with respect to the review of the Subdivision.
- 3.3 Developer's Engineer
- The Developer shall employ engineers registered with Professional Engineers Ontario and approved by the Township:
- 3.3.1 to prepare designs;
- 3.3.2 to prepare and furnish all required drawings;
- 3.3.3 to prepare the necessary contract(s);
- 3.3.4 to obtain the necessary approvals in conjunction with the Township and MECP, and other authorities having jurisdiction;
- 3.3.5 to provide the field layout, the contract administration and the full time supervision of construction;
- 3.3.6 to maintain all records of construction in a daily construction diary, maintain accurate red line drawings during construction and upon completion, to advise the Township Engineer of all construction changes and to prepare final "as constructed" drawings.
- 3.3.7 As Constructed drawings and Service Record Sheets shall be submitted within six (6) months from the completion of the Works, the Developer shall file with the

Township's Development Technologist for review. The approved As Constructed grading plans shall be submitted to the Township's CBO.

- a. Electronic files (PDF) to be submitted to the Township's Development Technologist for review, until approved by Township, at which time the Township requests three (3) bound sets of hard copies of drawings printed on 24" x 36" paper copies and electronic files (PDF **and** AutoCAD or similar **and** GIS shape files). Refer to current Township Municipal Servicing Standards for current as constructed drawing submission requirements.
- b. Individual Service Record Sheets (SRS) (8.5" x 11") for each property to be submitted to the Township's Development Technologist for review, until approved by Township, at which time the Township requests two (2) paper copies of SRS 8.5" x 11" paper copies and electronic files (PDF). SRS are required for each municipal service within the development; drinking water, sanitary sewer and storm sewer. Refer to current Township Municipal Servicing Standards for current Service Record Sheets submission requirements and template.

3.3.8 to act as the representative of the Developer in all matters pertaining to the construction, including public relations and communicating with existing property owners in answering their concerns;

3.3.9 to provide co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Township Engineer, for all works specified in this Agreement; and

3.3.10 to provide certification that the installation of services was in conformance to said plans, documents and specifications, such certification to be in a form acceptable to the Township Solicitor and the Township Engineer.

3.4 Works to be Installed

The Works to be installed are set out in Schedule "D" to this Agreement. This schedule is to set out the Works in general terms only and shall not be construed as covering all items in detail. If at any time and from time to time during the development of the Subdivision, the Township Engineer is of the opinion that additional Works are necessary to provide adequately any of the public services required for the Plan, the Developer shall, at its expense, construct, install or perform such additional Works at the request of the Township Engineer.

3.5 Approval of Plans

The detailed plans and specifications of all services must be submitted by the Developer to the Township's Engineer for approval and such approval shall in no way absolve the Developer or its consulting Engineers of responsibility for errors in or omissions from such plans and specifications.

3.6 Notification of Commencement

The Developer shall not commence the construction of any of the Works until securities and insurance have been submitted to the Township as outlined in this agreement and the Developer has provided ninety-six (96) hours written notice to the Township Engineer of their intent to commence work. Should for any reason, there be a cessation or interruption of construction, the Developer shall provide ninety-six (96) hours written notification to the Township Engineer before work is resumed.

3.7 Progress of Works

The Developer shall install all Works in a timely manner, in accordance with the requirements of Schedule "C" and this Agreement. If the Developer fails to do so, or, having commenced the Works, fails or neglects to proceed with reasonable speed, or in the event that the Works are not being installed in the manner required by the Township, then upon the Township giving seven (7) days written notice by prepaid registered mail to the Developer, the Township may, without further notice enter upon the Lands and proceed to supply all materials and to do the necessary work in connection with the installation of the Works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof together with an engineering fee of ten percent (10%) of the cost of such materials and works to the Developer who shall forthwith pay the same upon demand. If the Developer fails to pay the Township within thirty (30) days of date on the bill, the money owing may be deducted from the cash deposit, letters of credit, or other securities. It is understood in the event that the Township must enter upon the Lands and have the Works completed or repaired as outlined above any or all original plans, documents and specifications prepared by the Developer's Engineer must be provided to the Township Engineer if required. It is understood and agreed between the parties hereto that such entry upon the Lands shall be as agent for the Developer and shall not be deemed for any purpose whatsoever, as an acceptance or assumption of the Works by the Township. The Township, in addition to all other remedies may refuse to issue building permits until the Works are completely installed in accordance with this Agreement and to the satisfaction of the Township.

3.8 Scheduling of Works

Prior to the start of construction and prior to the submission of applications for the issuance of building permits, the Developer shall supply for the approval of the Township Engineer a Schedule of Works setting out the order of construction of the Works. The Township Engineer may amend this schedule and the Developer must construct, install or perform the work as the Township Engineer from time to time may direct.

3.9 Contractor

The services shall be installed by a contractor or contractors retained by the Developer and approved in writing by the Township Engineer.

3.10 Utility Costs and Charges

The Developer shall enter into a Construction Agreement and deal directly with Wellington North Power Inc. and any other applicable utility company including obtaining all approvals and permits and pay all fees and charges directly to the utility and shall be responsible for ensuring that all electrical distribution system plans are reviewed and approved to the satisfaction of Wellington North Power Inc. and meet Wellington North Power Inc. standards for design and construction.

3.11 Access Roads

All access roads must be maintained by the Developer in good repair acceptable to the Township Engineer during the time of construction. This shall include the removal of mud tracked from the Subdivision as well as dust control. No roadway outside the limits of the proposed Subdivision may be closed without the written consent of the Township Engineer. For the purpose of getting such consent, the Developer shall advise the Township Clerk of the date and time it wishes to close a roadway. The Township reserves the right to limit or prohibit the use of any existing access road by the Developer.

3.12 Movement of Fill

The Developer covenants and agrees that it shall not dump nor permit to be dumped any fill or debris on, nor shall it remove or permit to be removed any fill, topsoil, trees or shrubs from any public lands, other than roads, without the written consent of the Township Engineer. The Developer further agrees that no topsoil shall be removed from the lots and/or blocks except for construction purposes within the development and then such topsoil shall be stockpiled during grading operations and as each building is completed the topsoil so stockpiled shall be replaced on the ground around each building to comply with the Township standards, and the replacing of such topsoil shall include all surfaces not covered by buildings, driveways or pavement within the development. Excess topsoil may be removed from the site with the approval of the Township Director of Operations. At the completion of construction, the Developer's engineer shall certify to the Town that all Ontario Regulations have been followed and will provide all documentation under these regulations.

3.13 Damage to Existing Plant

The Developer shall repair any damages caused to any existing road, road allowance or existing structure or plant located on the road allowance as a result of

the Subdivision development and shall pay for any costs involved in relocation of any existing services such as hydrants, telephone poles, hydro poles, pad mount transformers cubicles and pedestals, whether such services fall within the jurisdiction or authority of the Township or not.

3.14 Signs

3.14.1 Signs at least 4' x 6' shall be erected by the Developer at each entrance to the Subdivision. The signs shall read as follows:

“Roads Not Assumed by Municipality – Use at Your Own Risk”.

These signs shall be installed prior to the start of construction and be removed after all the roads have received a Certificate of Final Acceptance.

3.14.2 The Developer shall install and erect, at its sole expense, a sign to the satisfaction of the Upper Grand District School advising prospective residents about schools in the area and that the students may be directed to schools outside the neighbourhood, which sign shall be affixed to the Developer’s permanent development sign.

3.15 Testing

The Township Engineer may have any qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement, or may require video recording or soil tests to be carried out, and the cost of such tests shall be paid by the Developer within ten (10) days of the account being rendered by the Township. Nothing herein shall relieve the Developer of its responsibility to carry out any tests required by good engineering practice. Close circuit television inspection of all sewers and lateral services, deflection testing of flexible sewer mains and infiltration/exfiltration testing will be required as per current municipal servicing standards. All testing results shall be submitted via PDF to Township’s Development Technologist and Township’s Consulting Engineer, as soon as it is available during construction, on memory sticks in a format acceptable to the Township (e.g., MP4 for video and pdf for documents); however, a hardcopy of these results shall be included as part of the Developer’s Engineer conformance letter.

3.16 Erosion and Silting Control

The Developer must take all necessary precautions to prevent erosion and sedimentation of sewers, ditches, culverts, slopes, etc. both within the Development and downstream during construction and completion of servicing of the Subdivision. Failing adequate precautions being taken the Developer will be responsible for correcting any damages and paying all maintenance costs resulting therefrom.

3.17 Emergency Access

The Developer shall at all times during construction and development of the Works maintain emergency access to the Lands to the satisfaction of the Township Engineer.

3.18 Construction Refuse and Weeds

The Developer, and each subsequent Owner of Lots or Blocks within the Plan, shall regularly dispose of all construction refuse, debris or weeds whether it be from site servicing or house building or any other source related to the development of the site, in an orderly and sanitary fashion. If the Developer or subsequent Owner of the Lots or Blocks within the Plan fails to remove and dispose of construction refuse, debris or weeds to the satisfaction of the Township By-law Officer, the Township may give written notice to the Developer or lot Owner. If the Developer or each subsequent Owner of Lots or Blocks within the Plan fails to dispose of the refuse, debris or weeds within forty-eight (48) hours after receiving a written request from the Township to do so, the Township may, without further notice, undertake such removal and disposition and the cost thereof shall be paid by the Developer or each subsequent Owner of the Lots or Blocks within the Plan forthwith upon demand. The burning of construction refuse, debris or weeds is prohibited.

3.19 Dust Control

Until the Final Acceptance of all services to be constructed under this Agreement, the Developer shall use such reasonable method to prevent any dust problem to traffic or home occupants as the Township shall deem necessary and for this purpose the Township Director of Operations shall notify the Developer in writing from time to time of the requirements of the Township.

3.20 Street Names

The Developer shall name all streets within the Lands forming part of the Plan with names approved by the Township and where those streets are not extensions of existing streets that such new street names shall not be duplicates in spelling or phonetic sounding of street names elsewhere in the County of Wellington.

3.21 Municipal Street Numbers

3.21.1 All Lot, Block or building numbers for use within the Plan shall be allocated by the Township Clerk. To obtain such allocation the Developer shall furnish the Township Clerk with a copy of the Plan as registered upon which the Township Clerk will designate the proper numbers for each Lot, Block or building.

3.21.2 The Developer shall display by means of a sign at least 1' x 1' to be erected on each Lot or Block within the Plan, the Lot or Block number as shown on the Plan and

the street number and Lot or Block number for each Lot or Block prior to the issuance of a Building Permit for that Lot or Block which sign shall remain until such time as the building on such Lot or Block is occupied in accordance with the provisions of this Agreement.

- 3.21.3 Each Owner shall cause the number so provided to be placed and maintained in a conspicuous position in the front of the property upon occupancy.

3.22 Placement of Asphalt

Placement of Asphalt on frozen roadbed is prohibited. Binder course asphalt shall not be placed unless the air temperature is a minimum of 2°C and rising. Surface asphalt shall not be placed unless the air temperature is a minimum of 7°C and rising.

3.23 Traffic Plan

The Developer shall prepare and implement a construction traffic access and control plan for all phases of servicing and building construction to the satisfaction of the Township. Any costs associated with the implementation of such a plan, including, but not limited to, the installation and maintenance of construction information and detour signage, shall be borne by the Developer. All repair of damage or maintenance required to surrounding highways shall be at the Developer's cost.

3.24 Utilities

The Developer shall raise or lower all valves, hydrants, water boxes, catch basins, manholes and any other services to the final grade to the satisfaction of the Township. Utility services (including services such as hydro-electric, gas, telephone, cable television, telecommunications, etc.) shall be installed at no cost to the Township. The Developer covenants and agrees to make satisfactory arrangements with the appropriate providers of communications, natural gas, electricity and other utilities for the provision of such services to this plan of subdivision, to satisfy all requirements, including, but not limited to the maintenance and repair of their facilities and equipment until Final Acceptance of the Works. The Developer is responsible for informing the applicable utility providers of its intention to commence any construction on the Lands, prior to registration of the plan of subdivision.

SECTION 4 – ACCEPTANCE OF WORKS

4.1 Stages of Construction and Services

The Township will grant Preliminary Acceptance of servicing based upon four (4) stages of construction; and when the development is phased, within the whole of each phase as approved by the Township. Stages of construction are as follows:

- “Stage 1” – consists of all underground Works including storm sewers, sanitary sewers, watermains, and including all water, storm and sanitary sewer service connections to the limit of the street allowance for each proposed building lot, plus any required Storm Water Management Works.
- “Stage 2” – services shall include all road Works up to and including granular road base, curbs and gutters, base asphalt, grading of boulevard areas, installation of street and traffic signs, and all conduits and pipes for electricity or other utilities such as gas, telephone and cable tv.
- “Stage 3” – services involved in the completion of the electrical distribution system, service connections to the edge of the street allowance for each proposed utility and street lighting.
- “Stage 4” – services include the final coat of asphalt, sidewalks, topsoil, sodding, trees, driveway ramps, fencing and all other requirements of this Agreement.

4.2 Inspection and Preliminary Acceptance of Works

When all of the services in any stage of servicing as identified in section 4.1 have been completed and the Township Engineer has received written certification by the Developer’s Engineer that such services have been constructed in each stage in accordance with the approved plans, the current Municipal Servicing Standards and specifications in this Agreement or any other applicable servicing agreement, and upon satisfactory inspection by the Township Engineer, the Township Engineer will recommend that the Township grant a Certificate of Preliminary Acceptance. This Certificate may include a list of minor deficiencies which the Developer must repair. The services shall then be subject to a guaranteed maintenance period as described in Section 5.1.

4.3 Final Acceptance of the Works

On receipt of a written request from the Developer for final inspection and final acceptance for each stage of the Works following completion of the guaranteed maintenance period outlined in Section 5.1, the Township Engineer will complete an inspection and if there are no deficiencies, will recommend to the Township that the Certificate of Final Acceptance be issued. This Certificate will be issued

provided that the Developer has paid all accounts to the Township and the Township:

- is satisfied the applicable services have been completely installed;
- is satisfied all testing on the applicable services, including all required CCTV inspections, as found in the current Municipal Servicing Standards have been completed and found to be acceptable;
- is satisfied all repairs or maintenance work on the applicable services have been completed;
- has approved the formal certification of final completion from the Developer's Engineer certifying that all Works and services have been installed; and
- has received as-built drawings as described in Section 3.3.7..

4.4 Acceptance During Winter Months

The Township will not be required to provide Certificates of Preliminary or Final Acceptance during the winter months or any other time of year when inspection of the Works and services is impractical due to snow cover or other adverse conditions.

4.5 Use of Works by Township

The Developer agrees that:

- a) the Works may be used prior to acceptance by the Township, or other authorized persons for the purposes for which such Works were designed;
- b) such use shall not be deemed an acceptance of the Works by the Township; and
- c) such use shall not in any way relieve the Developer of its obligations in respect of the construction and maintenance of the Works so used.

4.6 Replacement of Survey Bars

Prior to the Final Acceptance of the Subdivision by the Township, the Developer shall deliver to the Township a statement from an Ontario Land Surveyor approved by the Township that after the completion of the Subdivision work, all survey monuments and iron bars exist or have been replaced as shown on the registered plan where the lot corners and boundaries are on a public street or a road allowance or have a common boundary with any other lands owned by the Township prior to the registration of the plan or conveyed or to be conveyed to the Township pursuant to the terms of this Agreement.

4.7 Ownership of Services

Upon the issuance to the Developer of the Certificate of Final Acceptance, the ownership of the Works described shall vest in the Township and the Developer shall have no claim or rights thereto except those occurring as an owner of the lands abutting the streets where such services are installed.

SECTION 5 – MAINTENANCE OF WORKS

5.1 Maintenance of Works

The Developer will be responsible for the repair and maintenance of all Subdivision services and Works including hydro costs for street lights, until a Certificate of Final Acceptance is issued by the Township. This maintenance period shall extend for a minimum two (2) years from the date of the Certificate of Preliminary Acceptance for each stage of the Works. If during this period, the Developer fails to carry out maintenance work within seventy-two (72) hours after receipt of the request from the Township, then the Township Engineer or Director of Operations or delegate may without further notice undertake such maintenance work and the total costs of such work including engineering fees shall be borne by the Developer. If the Developer fails to pay the Township within thirty (30) days of the date of billing then the money owing may be deducted from the deposited securities. Towards the end of the maintenance period, the Developer shall make written request to the Township for a final inspection to be made in respect to the issuance of the Certificate of Final Acceptance.

5.2 Road Maintenance

5.2.1 The Developer will be responsible for the maintenance of the roads until final acceptance of Stage 4.

5.2.2 Summer maintenance shall include grading, dust control and general clean-up of the site.

5.2.3 The Developer shall be responsible for all winter road maintenance within the Subdivision, including snow plowing and sanding of roadways and sidewalks, snow removal from site as required, and snow removal around all fire hydrants. In the event that proper vehicular access or snow removal is not provided by the Developer, the Township, through its servants, contractors or agents may provide access and remove snow without notice to the Developer. Such removal of snow shall be only carried out at times deemed to be an emergency by the Township's Roads Department. All costs of such work shall be paid by the Developer within thirty (30) days of date of billing or otherwise may be deducted from the deposited securities. The Developer further agrees that any work done by the Township pursuant to this Agreement before the roads are accepted by the Township shall not be deemed in any way, to be an acceptance by the Township of the roads in the said

Subdivision upon which such work is done. The Developer acknowledges that the Township in providing access by removing snow may damage or interfere with the works of the Developer and cause damage to such works and the Developer hereby waives all claims against the Township that the Developer might have arising therefrom and covenants that the Developer will make no claim against the Township for such interference or damage. Representation may be made requesting that the Township consider entering into a separate agreement with the Developer to undertake the winter road maintenance within the Subdivision.

5.3 Emergency Repairs

Employees or agents of the Township may enter onto the Lands at any time or from time to time for the purpose of making emergency repairs to any of the Works. Such entry and repairing shall not be deemed an acceptance of any of the Works by the Township or an assumption by the Township of any liability in connection therewith or a release of the Developer from any of their obligations under this Agreement.

5.4 School Access

The Developer shall install and maintain adequate sidewalks and lighting, and provide winter maintenance (as particularized in Section 5.2.3 of this Agreement), for the purpose of providing a safe means of travel for school aged children to walk to schools or to school bus “student collection areas”, to the satisfaction of the Upper Grand District School Board and the Township. Failure on the part of the Developer to provide any of the foregoing shall constitute an “emergency”, in which case, the Township may immediately enter upon the Lands to remedy and be compensated by the Developer for same in accordance with Section 5.2.3 of this Agreement.

5.5 Street Lighting

5.5.1 The Developer shall be responsible for the maintenance of all street lighting and hydro poles until Final Acceptance of Stage 3.

5.5.2 The Developer shall be responsible for all hydro cost for street lighting within the development until Final Acceptance of Stage 3. The Developer will coordinate billing with Wellington North Power.

SECTION 6 – DRAINAGE AND LANDSCAPE DESIGN

6.1 Drainage

All Lots and Blocks within the Plan and all lands abutting the Plan shall be graded to drain in accordance with the Drainage Plan as approved by the Township

Engineer. It is understood and agreed by the parties hereto that the drainage of surface waters on the Lots and Blocks in the Plan, are the sole responsibility of the Developer and each subsequent Owner of Lots or Blocks within the Plan, and the Developer is to provide and maintain adequate drainage of such surface waters. Satisfactory drainage outlets shall be provided. Drainage outlets shall be constructed from the limits of the Subdivision to a sufficient outlet in accordance with the approved engineering drawings.

6.2 Lots Unsuitable for Building

Any Lot which will require special attention in order to be serviced will be listed in Schedule "F" of this Agreement. Prior to the making of an application for the issuance of a building permit for any Lot listed in Schedule "F", the Developer's Engineer must submit a letter to the Township Engineer outlining the measures to be taken to correct the problems on the Lots. This proposal must be approved prior to applying for a building permit.

6.3 Lot Grading

All Lands shown within the Plan shall be graded in general conformity with the Lot Grading Plan, including fill and excavation as required for the full width and length of the grades and levels, and to the specifications, requirements and satisfaction of the Township Engineer; provided that for residential Lots and Blocks, grading must be brought within zero decimal five (0.5) metres of the final grade and further residential development may complete the grading. All work done by the Developer must be of such a nature as to ensure that the integrity and intent of the overall Lot Grading Plan is functional until the Lands are fully developed.

6.4 Obligation to Complete Grading According to Lot Grading Plan

The Lands shall be graded in general conformity with the grades and elevations shown on the Lot Grading Plan and in compliance with Section 6.6.

6.5 Certified Building Lot Site Plan

Subject to Section 8.9 herein, no building shall be constructed on a Lot or Block within the Plan until:

- 6.5.1 a Building Lot Site Plan bearing the signature and seal of an Ontario Professional Engineer holding a Certificate of Authorization from Professional Engineers Ontario or who is employed by a partnership or corporation holding such Certificate of Authorization to offer professional engineering services to the public (the "Professional Engineer") or an Ontario Land Surveyor who certifies thereon that it generally conforms with the Lot Grading Plan has been filed with the Chief Building Official of the Township showing:
 - 6.5.1.1 the proposed finished elevation of these lands at each corner of the Lot or Block;
 - 6.5.1.2 the proposed finished elevation of these lands at the front and rear of the building;

- 6.5.1.3 the proposed finished elevations of the underside of the footings and the proposed finished height of the foundation of the building;
 - 6.5.1.4 the proposed finished elevation of any retaining walls, the proposed elevation of any walk-out onto these lands from the basement of the building, and the proposed elevation of any basement window openings;
 - 6.5.1.5 the proposed finished elevation and slope of any driveway and the proposed location of any swale or rear yard catch basin;
 - 6.5.1.6 any abrupt changes in the proposed finished elevation of these lands; and
 - 6.5.1.7 the Lot and Registered Plan number, the municipal address for the subject Lot or Block and the proposed location of the building thereon in relation to the Lot or Block boundaries.
- 6.5.2 The Developer hereby agrees that the existing property line grades abutting developed land are not to be altered or disturbed, except as approved otherwise by the Township Engineer.
- 6.5.3 The lot grading plan proposed by the Developer shall provide for the minimum recommended basement/groundwater separation on all lots within the plan of subdivision set out in the hydrogeological report required under Section 1.3.11 of this Agreement.
- 6.6 Owner's Final Grading Certificate
- 6.6.1 No newly constructed building shall be occupied or used unless there is filed, prior to occupancy, in the case of substantial completion on or between June 1 and October 31, or,
 - 6.6.2 by the following June 1, in the case of substantial completion on or between November 1 and May 31 next,
 - 6.6.3 with the Township Chief Building Official an Owner's Final Grading Certificate in the form attached as Schedule "G" bearing the signature and seal of the Developer's Engineer at the Owner's expense verifying that the actual finished elevation and grading of these lands generally conform with the Lot Grading Plan and the Certified Building Lot Site Plan, and the Township has been reimbursed for the Township Engineer's charges for the Certificate.
 - 6.6.4 If occupancy occurs between November 1 and May 31 next and an Owner's Final Grading Certificate as described in Section 6.7.3 is not filed prior to occupancy with the Township Chief Building Official, then the Owner shall provide the Township Chief Building Official with a written undertaking to file the Owner's Final Grading Certificate with the Township Chief Building Official by the following June 1.
 - 6.6.5 If and when the Owner's Final Grading Certificate is accepted by the Township Chief Building Official that the Lands generally conform with the Lot Grading Plan and the Certified Building Lot Site Plan, the Damage/Lot Grading Deposit referred to in Section 8.9.8.1 is returnable to the Owner subject to the provisions of Section 6.7.6 and Section 8.9.8.2 of this Agreement.

6.6.6 The Owner agrees that, should drainage rectification or repairs to damaged municipal works become necessary in the absolute discretion of the Township, and the Owner fails to make such rectification when so instructed by the Township, the Township may, at its option, undertake the correction of such drainage and all costs over and above the two thousand five hundred dollar (\$2,500.00) deposit (See Section 8.9.8.1) shall be charged back to the Owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material and shall be a charge against the Lot or Block for which regrading was carried out and shall be payable forthwith. The Owner agrees that neither it nor its successors or assigns will alter the grading or change the elevation or contour of the land except in accordance with drainage plans approved by the Township.

6.7 Obligation to Maintain Grading

After the building Lot or Block is graded in accordance with the Lot Grading Plan and the Certified Building Lot Site Plan, no change shall be made to the actual finished elevation and grading of the building Lot or Block in any way that results in a material alteration of drainage on or across the building Lot or Block or adjacent lands from that shown on the Lot Grading Plan for the adjacent lands or the Owner's Final Grading Certificate for the building Lot or Block. It is agreed and understood that subsection 51 (26) of the Planning Act, R.S.O. 1990, c.P.13 applies and the Township shall enforce this provision against the Developer and all subsequent owners of any Lot or Block, and in addition or alternatively the Township may, in the event that this subsection is contravened, direct that the contravention be remedied by the owner failing which the Township may proceed to remedy the contravention at the owner's expense and it is agreed that the cost thereof may be added to the tax roll and collected in the same manner as taxes.

6.8 Prevention of Surface Water Flow

The Developer and each subsequent owner shall not block, impede, obstruct or prevent the flow of surface water as provided for in the Drainage Plan, the Lot Grading Plan or the Certified Building Lot Site Plan over any Lot or Block by the construction, erection or placement thereon of any damming device, building, structure or other means. It is agreed and understood that subsection 51 (26) of the Planning Act, R.S.O. 1990, c.P.13 applies and the Township shall enforce this provision against the Developer and all subsequent owners of any Lot or Block, and in addition or alternatively the Township may, in the event that this subsection is contravened, direct that the contravention be remedied by the owner failing which the Township may proceed to remedy the contravention at the owner's expense and it is agreed that the cost thereof may be added to the tax roll and collected in the same manner as taxes.

6.9 Erosion Control

The Developer shall construct silt fences or other facilities as required during construction to control overland flows from this Subdivision to ensure that mud, silt, construction debris, or other contaminant does not adversely affect abutting properties, all to the specifications of the Township Engineer.

6.10 Maintenance of Lot Grading

The facilities and works required by Section 6 shall be provided and maintained by the Developer or subsequent Owner of each Lots or Blocks within the Plan from time to time at such party's sole risk and expense.

SECTION 7 – LANDS TO BE CONVEYED

7.1 Lands for Municipal Purposes

The Developer shall convey in fee simple a good title free from encumbrances to the Township lands for municipal purposes other than roads, which shall be mutually agreed upon by the Developer and the Township, or to make a cash payment in lieu thereof as stipulated by the Township and also to convey to the Township in fee simple, the 0.3-metre reserves and other lands required by the Township. The deeds/transfers for such lands are to be approved by the Township Solicitor and thereafter forthwith registered and deposited with the Township Clerk. The cost for preparation and registration of the said deeds/transfers shall be paid by the Developer. A list of lands for municipal purposes to be conveyed to the Township shall be set out in Schedule "H" of this Agreement. Where applicable Section 4.3 (Final Acceptance of the Works) must be complied with.

7.2 Easements

The Developer agrees to grant at its expense all such easements and rights-of-ways as may be required for the installation and supply of services to the Subdivision. The Developer shall provide evidence in writing to the Township that easements have been conveyed as required by other utility companies for telephone, natural gas or similar services. A list of easements and rights-of-ways to be granted to the Township shall be set out in Schedule "H" of this Agreement.

7.3 Rear Yard Storm Swale and Structures

Any and all rear yard storm swale and structures not located within a municipal easement shall be maintained by the Developer, and each subsequent Owner of Lots or Blocks within the Plan, including all cost associated to maintenance and repair. The Township is not responsible for any future shared cost.

SECTION 8 – ADMINISTRATION

8.1 Voiding Agreement

In the event that the Plan is not registered within one (1) year from the date of the signing of this Agreement, the Township may at its option declare this Agreement to be null and void. All costs incurred shall be deducted from the deposit paid by the Developer to the Township pursuant to this Agreement or any other agreement between the Developer and the Township referred to herein.

8.2 Developer's Expense

Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words “at the expense of the Developer” and “as approved or accepted by the Township”, unless specifically stated otherwise.

8.3 Phasing

8.3.1 The Township may instruct the Developer to construct the Works in particular phases suitable to it and the Developer must comply. If the Township does not so instruct the Developer, before commencement of any of the Works the Developer may request the Township's permission to divide the area of the Subdivision into convenient phases.

8.3.2 If the construction of the Works is to be phased, then in lieu of furnishing securities as required in Section 9 of this Agreement for the whole of the Works the Developer may furnish the required securities for that part of the Works to be constructed in each phase(s) subject to compliance with the provisions of Sections 8.3.3 to 8.3.6, both inclusive, of this Agreement.

8.3.3 The Lands shall be made subject to a specific Holding Zoning (“H”) provision by means of a by-law to be passed by the Township under Section 36 (1) of the Planning Act, R.S.O. 1990, c.P.13 at the Developer's expense.

8.3.4 The Township shall not be obliged to pass a by-law under Section 36 of the *Planning Act* removing the Holding Zoning (“H”) from the Lands until the following matters have been addressed to the satisfaction of the Township: (a) Township Council passes a by-law removing the holding symbol from the lot once it is satisfied that the lands have been consolidated with abutting lands to achieve an area that is appropriate for development within the R2 zone.

8.3.5 Before proceeding with an additional phase the Developer shall obtain the written approval of the Township and no Works shall be permitted to be installed and no building permits issued until this approval has been given in writing by the Township.

8.3.6 The plan proposed for registration for any phase within the subdivision shall be reviewed and accepted by the Township prior to the County of Wellington's granting final approval of such plan or phases.

- 8.3.7 Prior to final approval and registration of any phase of the plan, the Developer is to obtain written confirmation from the Township and to submit same written confirmation to the County and shall confirm to the satisfaction of the County of Wellington that an adequate water supply is available and has been allocated for the applicable plan or phase or that satisfactory arrangements have been made to ensure that an adequate water supply will be provided when required.
- 8.3.8 Prior to final approval and registration of any phase of the plan, the Developer is to obtain written confirmation from the Township and to submit same written confirmation to the County and shall confirm to the satisfaction of the County of Wellington either that adequate sewage capacity is available and has been allocated in the sewage treatment system for the subject plan or phase, or that satisfactory arrangements have been made to ensure that adequate capacity will be provided when required.
- 8.3.9 Unless Section 8.15 herein has been complied with, commencement of construction within any subsequent phases of this Subdivision, or other subdivisions of the Developer herein within the Township, may not proceed.

8.4 Developer's Liabilities

Until the Township has issued the Certificate of Final Acceptance for the Works, the Developer shall indemnify the Township against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Developer undertaking the Plan.

8.5 Indemnity and Insurance

- 8.5.1 **Indemnity** - The Developer, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Township, the Township engineer, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly, as a result of this Agreement, the Lands, the Services, or as a result of any other matter or thing in connection therewith or pertaining thereto (including, without limitation, damages to existing municipal infrastructure, and the costs to rectify deficiencies and eliminate any nuisances, including the clean-up of existing roads) required to be performed by the losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts,

suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Developer, its agents, employees or sub-contractors. This includes claims pursuant to the *Construction Act*, in tort, contract, or otherwise. This shall also include any damage, or interference, resulting from winter road maintenance, or any other works, or actions, undertaken by the Township, its agents, or servants acting as agents of the Owner.

8.5.2 **Insurance** - It is the responsibility of the Developer and its Insurance Broker to review all potential operations and exposures to determine if the coverage and limits noted below are sufficient to address all insurance related exposures presented by the specifications of the Works. The Developer shall insure its undertaking, business, and equipment under the following coverage so as to protect and indemnify and save harmless the Township:

- i.) **General Liability Insurance:** The Owner shall obtain and maintain in full force and effect a policy of comprehensive **general liability insurance, completed operations insurance, and owned and non-owned automobile liability insurance** shall provide coverage for a limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly out of the acts or omissions of the Owner. Such policy or policies shall be issued in the joint names of the Owner, the Township and the Township's consulting engineer and the form and content shall be subject to the approval of the Township. The policy shall be in effect for the period described in 5.1 of this agreement. The issuance of such policy or policies of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible. Certificate of Insurance shall be provided prior to the start of construction and on an annual basis. The policy shall specify that it cannot be altered, cancelled or allowed to lapse unless prior notice by registered mail has been received thirty (30) days in advance by the Township.
- ii). Prior to the commencement of the Works, the Developer's Contractor shall forward a Certificate of Insurance evidencing this insurance with the executed Agreement.
- iii). It is also understood and agreed that in the event of a claim any deductible or self-insured retention under these policies of insurance shall be the sole responsibility of the Developer and that this coverage shall preclude subrogation claims against the Township and will be primary insurance in response to claims.
- iv). The Township's claims process for Third Party claims is to refer the claimant, including lien claimants, directly to the Developer and to leave the resolution of the claim with the Contractor. This applies regardless of whether or not it is an insured loss.

Neither the issuance of the policy of insurance, nor the acceptance of the policy of insurance by the Township, will be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible.

The Owner acknowledges and agrees that if the insurance policy is inadequate to cover a claim for which the Owner might otherwise be responsible, or the Owner's insurer fails to cover a claim for which the Owner might otherwise be responsible, the Township may utilize any securities provided by the Owner under this Agreement to satisfy the claims.

8.6 Legal Notice to Developer

Any notice required to be given hereunder may be given by registered mail addressed to the Developer at its principal place of business, as found listed in the signing page of this Agreement, and shall be effective as of the date of the deposit thereof in the Post Office.

8.7 Registration

The Developer consents to the registration of this Agreement upon the title to the Land both before and after registration of the Plan at the sole discretion of the Township and at the expense of the Developer.

8.8 Mortgagee Postponement and Subordination

The Developer covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrance holders as may be deemed necessary by the Township to postpone and subordinate their interest in the lands to the interest of the Township to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the mortgagees and/or encumbrance holders their interest in the lands.

8.9 Requirements for Building Permits

The approval of the Plan by the Township or the acceptance by the Township of the Works shall not be deemed to give any assurance that Township building permits, when applied for will be issued in respect of the Lots or Blocks shown on the Plan. Notwithstanding the foregoing, the Developer agrees that it, or anyone claiming title from it or under its authority, shall not apply for any building permits for Lots or Blocks within the Plan until the requirements hereinafter set out have been carried out to the satisfaction of the Township. It is agreed that a copy of this Section 8.9 shall be delivered by the Developer to each and every purchaser of land within the Plan and to each and every builder obtaining a building permit for any Lot or Block or part of a Lot or Block within the Plan and the Developer shall extract a covenant similar to this covenant from all such purchasers and builders. The Township shall have the right to refuse any such application until:

- 8.9.1 Preliminary Acceptance has been granted for Stage 1 and Stage 2 servicing for that phase of the Subdivision, and the lands and easements in Schedule "H" have been conveyed and granted to the Township;

- 8.9.2 the Developer has provided satisfactory documentation to the Township Engineer that Stage 3 of the Subdivision servicing will be completed within six (6) weeks of the date of the issuance of the building permit;
- 8.9.3 the Developer has provided sufficient documentation to the Township Engineer confirming that the remaining underground services, telephone, cable tv, and gas are being scheduled for installation;
- 8.9.4 approval of the Township has been obtained for the construction of any buildings to be erected on Lots or Blocks that may be listed in Schedule “F” hereto;
- 8.9.5 the signs denoting “Unassumed Roads” have been installed at the entrances to the Subdivision;
- 8.9.6 all dead trees within the limit of the Plan have been removed;
- 8.9.7 all street identification signs and traffic signs required by this Agreement have been installed and are in place; and
- 8.9.8 payment to the Township by cash or letter of credit in the amount of \$2,500.00 the Works Damage/Lot Grading Compliance Deposit (herein “Damage/Lot Grading Deposit”) provided for in Schedule “M” of which the sum of \$100.00 is non-refundable.
- 8.9.8.1 the balance of the Damage/Lot Grading Deposit shall be refundable in whole or in part after the building has been constructed and occupied, all required CCTV inspections have been completed and submitted with functionality results satisfactory to and approved by the Township, an Owner’s Final Grading Certificate has been filed with and accepted by the Township Chief Building Official and the required service connections have been made and all damages to the Works which form the subject matter of this Agreement resulting from house building and/or landscaping activities on the subject Lot or Block have been repaired to the satisfaction of the Township Chief Building Official and Township Director of Operations.
- 8.9.8.2 with respect to lot grading rectification and return of the Damage/Lot Grading Deposit, see also Section 6.7.6 of this Agreement.
- 8.9.8.3 with respect to repair of damage to the Works, in the event that the Owner fails to repair the damage to the Works when so instructed by the Township Chief Building Official or Township Director of Operations, the Township may, at its option, undertake the repair of such damage and all costs over and above the \$2,500.00 deposit shall be charged back to the Owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material, shall be a charge against the Lot or Block for which repairs were carried out, and shall be payable forthwith;
- 8.9.8.4 payment to the Township by cash or letter of credit in the amount of \$2,000.00 the Trees/Driveway Ramp Deposit provided for in Schedule “M” of which the sum of \$100.00 is non-refundable.
- 8.9.8.5 the balance of the Trees/Driveway Ramp Deposit shall be refundable in whole or in part after any required trees have been planted on the public highway and the required driveway entrance ramp leading to the Lot has been completed, and in the

event that the Owner fails to provide and complete the trees and the driveway ramp when so instructed by the Township Chief Building Official or Township Director of Operations, the Township may, at its option, undertake the provision of the trees and driveway ramp and all costs over and above the \$2,000.00 deposit shall be charged back to the Owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material, shall be a charge against the lot, and shall be payable forthwith;

- 8.9.9 payment to the Township by cash in the amount of the current applicable development charges per Lot or Block in the Plan under the Township's development charges by-law;
- 8.9.10 payment to the Upper Grand District School Board by cash in the amount of the current applicable education development charges per Lot or Block in the Plan under the Upper Grand District School Board's education development charges by-law;
- 8.9.11 at the time of the Building Permit application, a report prepared by a licensed geotechnical engineer shall be submitted to the Township to identify whether or not structural fill is required for proper founding conditions for all proposed structures along with details of how this work is to be completed and tested, as well as how excess soils from the site will be properly managed in accordance with current Regulations;
- 8.9.12 a Certified Building Lot Site Plan has been filed with the Chief Building Official of the Township pursuant to Section 6.6;
- 8.9.13 each housing unit within the development units shall be subject to a fee of FOUR HUNDRED DOLLARS (\$400) per unit for future installation of water meters by the Township;
- 8.9.14 payment for water meters as found in 8.9.14 of this agreement shall be submitted to the Township by cash or certified cheque. The Developer shall submit the first payment of FOUR THOUSAND DOLLARS (\$4,000) for ten (10) units to the Township prior to the Developer receiving their tenth (10th) building permit. The Developer shall submit the second payment of FOUR THOUSAND DOLLARS (\$4,000) for the next ten (10) units to the Township prior to the Developer receiving their twentieth (20th) building permit. The Developer shall submit the final payment of THREE THOUSAND AND SIX-HUNDRED DOLLARS (\$3,600) for the all remaining units to the Township prior to the Developer has receiving their twenty ninth (29th) building permit: and,
- 8.9.15 payment to the Township by cash in the amount found in Schedule "P" for Developer contribution found in Schedule "P".

8.10 Requirements for Occupancy

Subject to Section 8.11 herein, no building erected on the Lots or Blocks within the Plan shall be occupied until a Certificate of Inspection re: Readiness for Occupancy

has been issued by the Township Chief Building Official and the said Certificate shall not be issued until:

- 8.10.1 Preliminary Acceptance has been granted for Stage 3 servicing for the phase of the Subdivision including the Lot or Block;
- 8.10.2 the roadway from the entrance of the Subdivision to and including the Lot or Block of which the building is a part, has received the base course asphalt;
- 8.10.3 the water meter idler spacer has been installed in a horizontal position on the water service pipe within 1.0m of where the water supply comes into the house to accommodate the installation of future water meter as per the current Municipal Servicing Standards;
- 8.10.4 all sump pumps shall be installed with backflow preventers or check valves to the satisfaction of the Chief Building Official;
- 8.10.5 the electrical distribution plant including street lights have been installed and approved by Wellington North Power Inc. and any other applicable utility company;
- 8.10.6 the traffic and street signs have been installed and approved by the Township Engineer;
- 8.10.7 a certificate issued by an OLS has been given by the Township Chief Building Official that the building location is in compliance with the Zoning By-law of the Township;
- 8.10.8 subject to Section 6.7.4, Section 6.7 has been complied with (and the Township has been reimbursed for the charges described in Section 6.7.3) and the final grading of the Lot or Block is in conformity with the overall grading plan or such variances therefrom as have been approved by the Township Chief Building Official pursuant to Section 6.7.5;
- 8.10.9 a report prepared by a licensed geotechnical engineer shall be submitted to the Township to certify the structural fill and management of excess soil, and append all test results in support of this certification and an As Recorded drawing depicting the placement of the structural fill;
- 8.10.10 the telephone lines and gas mains have been installed and certified by the Developer's Engineer; and
- 8.10.11 the Developer agrees that the preceding requirements in this Section 8.10 are in addition to and not in substitution of the requirements of the Ontario Building Code Act as amended and regulations thereunder with respect to certificates for occupancy.

8.11 Special Building Permits / Model Homes

- 8.11.1 Pursuant to Section 8.9 building permits are not obtainable until certain services are installed and approved by the Township Engineer. The Township agrees that if the Developer or a builder wishes to obtain a building permit prior to the installation of services, as set out in Section 8.9, a permit may be issued provided the Developer or builder has otherwise complied with this Section and has executed a No-

Occupancy Agreement (Schedule “I”) and the Township may require a deposit or Letter of Credit as a guarantee of no-occupancy. The Developer agrees that if occupancy is allowed by the Developer prior to completion of all the requirements as set out in Section 8.10, the deposit is immediately forfeited to the Township and the Township may consider this Agreement broken and immediately call any securities held under this Agreement. The Township may also require that the Developer or builder enter into an agreement with the Township to stipulate and define location and timing conditions for the construction of any model home or homes satisfactory to the Township.

8.11.2 The maximum amount of special building permits and model home permits shall be a total of one (1).

8.12 Right to Enter into an Agreement

8.12.1 The Developer agrees not to call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right to the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Developer in any such proceedings.

8.12.2 The Developer acknowledges that the Township is entering into this Agreement and approving the Plan on the express representation of the Developer that it and its successors and assigns shall observe and perform all the provisions of this Agreement and that the Township is of the opinion that the Plan would not be in the public interest if the Developer, its successors and assigns, the owner or owners from time to time of the land within the Plan were not obligated to observe and perform all the provisions hereof except to the extent the Township may lawfully change them.

8.13 Successors and Assigns

The covenants, agreement, conditions and undertakings herein contained on the part of the Developer shall run with the land and shall be binding upon it and upon its successors and assigns as owners and occupiers of the said lands from time to time.

8.14 Notification of Charges

8.14.1 The Developer shall in every Agreement of Purchase and Sale or Offer to Purchase pertaining to any Lot or Block within the Plan notify each purchaser of all of the payments to be made by the purchaser to the Township pursuant to this Agreement and all of the provisions of this Agreement which shall continue in force after the completion of the sale.

8.14.2 The Developer shall in every Agreement of Purchase and Sale or Offer to Purchase pertaining to any Lot or Block within the Plan notify each purchaser that all persons who make first purchases of land within the plan of subdivision after final approval

of the subdivision plan are informed, when the land is transferred, of all the development charges related to this plan of subdivision.

8.15 Scheduling, Progress and Completion

The Developer shall commence construction of services within eighteen (18) months of the signing of this Agreement or the registration of the Plan whichever is earlier. Within eighteen (18) months of the date of commencement of the servicing of any phase, the Developer shall complete the installation of the Stage 1, Stage 2 and Stage 3 services. Failure to adhere to the above schedule may result in the Township completing the Works in accordance with Section 3.7 of this Agreement. If the development is phased, the date for commencement of construction on the balance of the phases may be delayed for up to five (5) years. Failure to commence construction within the time schedule above may result in the Township declaring this Agreement to be null and void, and the Township may deem the Lands not to be a Plan of Subdivision.

8.16 No Township Liability

8.16.1 This Agreement and the provisions herein do not give the Developer or any person acquiring any interest in the land within the Plan (each hereinafter in this clause called “such person”), any rights against the Township or the Township Engineer with respect to the failure of any such person to perform any obligations under this Agreement or the failure of the Township to force such person to perform any obligations under this Agreement or any negligence of any such person in the performance of the said obligations.

8.16.2 The only duty and responsibility of the Township Engineer arising out of this Agreement is to the Township and this Agreement. Any work or services done or performed by the Township Engineer under this Agreement do not in any way create any liability on the part of the Township Engineer to the Developer or any person acquiring any interest in the land within the Plan.

8.17 Conflict

In the event of any conflict between or among the plans and specifications relating to the construction of the Works, the Township Engineer shall decide which provisions shall prevail.

8.18 Amendment

Without in any way limiting the rights of the Township, the Developer agrees that the Township may, with the consent of the then registered owner of any land within the Plan, amend this Agreement insofar as it specifically affects such land or any part thereof.

8.19 First Registration – Land Titles Act
 The Plan shall not be registered before the title of the Developer to the land within the Plan has been registered pursuant to the provisions for First Registration under the Land Titles Act, R.S.O. 1990, c.L.5, and the appropriate evidence thereof has been registered.

8.20 Township Road Entrance Policy
 The municipal streets which provide access to the Land within the Plan and that part of the Land within the Plan which will be assumed as municipal streets under this Agreement are hereby exempt from the Township road entrance policy.

SECTION 9 – FINANCIAL PROVISIONS

9.1 Development Charges, Drainage and Local Improvement Charges

9.1.1 The development charges payable to the Township shall be paid in accordance with the current development charges by-law of the Township and this section. The Developer acknowledges and confirms that all charges, payments, works to be constructed or installed, studies to be carried out and all other obligations contained in this Agreement or the cost thereof (except where a charge is referred to herein as a “development charge”) are characterized as:

9.1.1.1 local services installed or provided at the expense of the Developer related to or within the Plan of Subdivision as a condition of approval under Section 51 of the Planning Act;

9.1.1.2 connections to water and sewer facilities installed at the expense of the Developer; and

9.1.1.3 services denoted on approved drawings/documents or specifically noted in this Agreement for which the Developer is making no claim for credits from the development charges by-law, and are not charges related to development within the meaning of the Development Charges Act, 1997 as amended.

9.1.2 The Developer covenants and agrees as follows:

9.1.2.1 ***Early DC Payment.*** If provided for in the current development charges by-law pursuant to Section 26 of the Development Charges Act, 1997, as amended, and only if required by the Township, to pay upon execution of this Agreement development charges for what are commonly known as “hard services” related to water supply, waste water, storm water drainage and control, highway and electrical power services as applicable.

9.1.2.2 ***Regular DC Payment.*** The Developer further covenants and agrees to pay all other development charges under the applicable development charges by-law of the Township, or under any other development charges by-law, if not paid earlier, at the time of building permit issuance in an amount to be calculated at the full rate applicable at the time of individual Building Permit issuance.

The Developer hereby releases and forever discharges the Township from any and all claims for credits against development charges payable hereunder or payable at the issuance of a building permit or permits for construction within the Plan of Subdivision and the Developer hereby waives all such claims for credits except for the credits that may be specified in any schedule forms part of this Agreement. Any such credits so specified in any schedule forming part of this Agreement. Any such credits so specified herein and the calculation thereof shall be deemed to be conclusive and binding on the Developer.

9.1.3 The Developer agrees to pay for all arrears of taxes outstanding against the property herein described before the approval of the said Plan is obtained. The Developer further undertakes and agrees to pay all taxes levied on the said lands on the basis and in accordance with assessment and collector's roll entries until such time as the lands herein being subdivided have been assessed and entered on the Collector's Roll according to the Registered Plan.

9.1.4 Before the Plan is approved the Developer agrees to commute and pay all charges made with respect to the Drainage Act, R.S.O. 1990, c.D.17, and the Municipal Act, 2001, S.O. 2001, c.25 including but not limited to charges or rates outstanding in respect of the Lands under any sewer rate and/or water rate by-law which are assessed against the Lands on the Plan. Before the Plan is approved the Developer agrees to compute and pay the Township's share of any charges made under the said Drainage Act, and the said Municipal Act, 2001 for facilities presently servicing the Lands and assessed against it.

9.1.5 The Developer agrees to pay all charges for cash in lieu of parkland and shall be submitted to the Township by cash or certified cheque. Cash in lieu of parkland fees shall be calculated using the current Township's Fees and Charges by-law and the calculation shall include number of units within the development, including blocks that have been divided into townhouse lots.

9.2 Securities

Prior to the start of construction, the Developer shall deposit with the Township to cover the faithful performance of the contract for the installation of the said services and the payment of all obligations and contingencies arising thereunder the following securities (subject to Sections 8.3.1 and 8.3.2 regarding phasing if applicable):

9.2.1 cash in the amount of one hundred percent (100%) of the estimated cost of the said Works set out in Schedule "E" and as approved by the Township Engineer or the Township's Chief Administrative Officer; or

9.2.2 An irrevocable Letter of Credit from a chartered bank, issued in form and content satisfactory to the Township's Chief Administrative Officer, in the amount of one hundred percent (100%) of the estimated cost of the Works as set out in Schedule "E" and as approved by the Township Engineer or the Township's Chief Administrative Officer.

9.2.3 Prior to depositing the securities, the Developer's Engineer shall submit an estimate of the cost of the Works to the Township Engineer for approval. When the cost estimate has been approved it will be set out in Schedule "E" of this Agreement and will become the basis for the limits of these securities. In the event that the construction of the Works is to be done in phases pursuant to Section 8.3.1, then this subsection and Schedule "E" will apply to the first phase, and with respect to any subsequent phase Sections 8.3.4 and 8.3.5 shall apply and before commencing construction of any of the Works for any subsequent phase the Developer's Engineer shall submit an estimate of the cost of the Works for such phase to the Township Engineer for approval and when the cost estimate has been approved it will become the basis for the amount of the security required for each phase.

9.2.4 All Letters of Credit shall be for a minimum guaranteed period of one (1) year or such longer time as the Township may decide. All Letters of Credit referred to in this Section 9.2 shall contain the following clause:

"It is a condition of the Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least thirty (30) days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period."

9.2.5 Unless each and every Letter of Credit is renewed as noted above, no application for a building permit shall be made and the Township shall have the absolute right to prohibit occupancy of homes, whether partially or fully completed, from the said date thirty (30) days prior to the expiration of that Letter of Credit.

9.3 Reduction of Securities

9.3.1 An application for the reduction of security on deposit with the Township pursuant to Section 9.2 herein may be made no earlier than thirty (30) days after the commencement of construction of the Works and every thirty (30) clear days thereafter. Security reductions are to occur in conjunction with Preliminary Acceptance of the Stages of construction.

9.3.2 To obtain a reduction in security the Developer shall file with the Township Engineer a written application in accordance with Schedule "J" attached hereto.

9.3.3 The application shall include written confirmation from the Developer's Engineer:

- describing the Works constructed as at the date of the application and a calculation of the cost thereof;
- confirming that the Works have been installed by the Developer with full time supervision of the Developer's Engineer and in accordance with the requirements of this Agreement and schedules hereto; and

- describing the Works remaining to be completed as at the date of the application and a calculation of the estimated cost thereof.

9.3.4 The value of the reduction shall be determined by the Township Engineer who shall give a certificate to the Township and the Developer confirming the amount of the reduction of the security and the amount of the security remaining on deposit with the Township.

9.3.5 Subject to Sections 9.3.6 and 9.3.7 minimum security requirements, the value of the reduction shall be based upon a retained security requirement equal to the value of the Works remaining to be completed by the Developer plus twenty percent (20%) of the value of the Works completed to the date of the application.

9.3.6 Subject to any outstanding deficiencies or contingencies, and subject to Section 9.3.7, the Township throughout the maintenance period for each of the 4 stages shall hold as security the greater of ten percent (10%) of the estimate of the cost of the Works as set out in Schedule "E" for the applicable stage or thirty thousand dollars (\$30,000.00).

9.3.7 Upon receipt by the Township of a deposit or deposits for any Lot on the Plan as provided for in paragraph 1 on Schedule "M", the Township shall reduce the security or the balance of it by an amount equal to the portion of the deposit or deposits included in the security at the time of the next reduction under Section 9.3.1. With respect to security reductions for a deposit or deposits for any Lot during any of the maintenance periods, the Developer shall be entitled from time to time to a security reduction equal to the deposits accumulated for no less than five (5) Lots provided that at least thirty (30) days have passed since the last reduction and the reduction will not reduce the security for any of the 4 stages for which a Certificate of Final Approval has not been issued below the minimum amount of thirty thousand dollars (\$30,000.00).

9.4 Statutory Declaration of Accounts Paid

The Developer agrees that upon applying for a discharge of securities or for a Certificate of Preliminary Acceptance for the services within the Subdivision, the Developer shall supply the Township with a Statutory Declaration, found in Schedule "O", that all accounts for work and materials for said services have been paid except normal guarantee holdbacks and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the Subdivision.

9.5 Construction Act, R.S.O. 1990, c.C.30

9.5.1 The Developer agrees that it will hold back in its payments to any contractor who may construct the services, such sums as are provided in accordance with the *Construction Act*, R.S.O. 1990, c.C.30, and will otherwise indemnify and save harmless the Township against any claims, actions or demands for construction

liens or otherwise in connection with the Works and all costs in connection therewith, and on the demand of the Township Solicitor will forthwith take such steps to immediately discharge all liens upon the services.

9.5.2 Notwithstanding anything to the contrary contained in this Agreement, the Developer hereby agrees that the filing of any liens pursuant to the said Construction Lien Act, with respect to the Lands, shall constitute a default by the Developer of the terms of this Agreement and shall entitle the Township to draw on any or all of the security referred to in Section 9.2 of this Agreement and to utilize said draw to make payment into Court of the holdback together with costs.

9.6 Partial Release

9.6.1 Upon receipt of confirmation from the Township Engineer and upon being satisfied that the obligations of the Developer under this Agreement have been performed, with the exception of the lot grading requirements included in Section 6, the Township shall execute a partial release of this Agreement, in the form attached hereto as Schedule “K”, and the delivery and registration of such partial release shall constitute a full and final release of the obligations of the Developer under this Agreement, with the exception of lot grading requirements included in Section 6, with respect to the lot or lots named therein.

9.6.2 Notwithstanding the foregoing, the Township shall not be required to execute a partial release until the various services have been completed in accordance with the terms of this Agreement and the plans and specifications provided for herein.

SECTION 10 – SPECIAL PROVISIONS AND EXCEPTIONS

10.1 The Developer and the Township agree that the provisions set forth in the attached Schedule “M” form an integral part of this Agreement, and further that variations and exceptions from the standard provisions of this Agreement, if any, are set out in Schedule “M”.

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SCHEDULE "A" OF THE SUBDIVISION AGREEMENT**DESCRIPTION OF LANDS BEING SUBDIVIDED**

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Township of Wellington North in the County of Wellington, being comprised of:

PART PARK LOT 4, SOUTH SIDE OF DURHAM STREET AND EAST SIDE OF MAIN STREET, PLAN OF THE TOWN BEING PART 1 61R 22218 ; TOWNSHIP OF WELLINGTON NORTH

Property Identifier Number (PIN): 71066-0139 (LT)

SCHEDULE “B” OF THE SUBDIVISION AGREEMENT**IDENTIFICATION OF DRAFT PLAN**

County of Wellington File No. 23T-18004, as last revised, prepared and dated March 1st, 2022 by Astrid J. Clos Planning Consultants, certified by Jeff Buisman, Van Harten Surveying, (Project No. 25459-17) on May 18, 2022 showing Semi-Detached Residential Lots 2-4, 16 (8 units); Single Detached Lots 1, 5-14 (11 units); Street Townhouses Block 15 (10 units); Stormwater Management Block 17; Reserve Block 18; Walkway Block 19 and Road (0.403 ha) on a total of 1.970 hectares of land.

SCHEDULE "C" OF THE SUBDIVISION AGREEMENT**Township of Wellington North Municipal Servicing Standards**

All Works within the Plan shall be installed by the Developer as provided in the Agreement, including Schedules, to which this Schedule is attached and in compliance with the current Municipal Servicing Standards of the Township of Wellington North.

SCHEDULE “D” OF THE SUBDIVISION AGREEMENT

WORKS TO BE CONSTRUCTED

The Works to be constructed as detailed in the drawings and documents list below:

- Proposed Subdivision, Town of Mount Forest, Township of Wellington North, Contract No. 22-01809-01, Engineer’s Drawings prepared by Cobide Engineering Inc., 517-10th Street, Hanover, ON, N4N 1R4, bearing the signature and seal of Travis L. Burnside, P.Eng., Registered Professional Engineer over the date of August 9, 2022 including the following drawings:

Dwg #	Drawing Name /Description	Date	Revision #
	Title Sheet		
01809-C1	General Servicing Plan	Aug 9, 2022	#5
01809-SAN1	Sanitary Drainage Areas	Aug 9, 2022	#5
01809-STM1	Storm Sewer Drainage Areas	Aug 9, 2022	#5
01809-C2	Birmingham Street East Plan & Profile Sta. 0+080 to Sta. 0+410	Aug 9, 2022	#5
01809-C3	Birmingham Street East Plan & Profile Sta. 0+410 to Sta. 0+500	Aug 9, 2022	#5
01809-C4	Block 20 & Jack’s Way Plan & Profile Sta. 1+000 to Sta. 1+130	Aug 9, 2022	#5
01809-C5	Jack’s Way Plan and Profile Sta. 1+130 to Sta. 1+240	Aug 9, 2022	#5
01809-C6	Rear Yard Storm Sewer Plan & Profile Sta. 2+000 to Sta. 2+140	Aug 9, 2022	#5
01809-C7	Pond Outlet, SWMF, Landscaping Plan & Block 18 Plan & Profile Sta. 3+000 to Sta. 3+140	Aug 9, 2022	#5
01809-C8	Lot Grading Plan	Aug 9, 2022	#5
01809-C9	Signage & Erosion & Sedimentation Control Plan	Aug 9, 2022	#5
01809-C10	Composite Utility Plan	Aug 9, 2022	#5
01809-C11	Typical Cross-Sections & Miscellaneous Details	Aug 9, 2022	#5
01809-C12	Miscellaneous Details 1	Aug 9, 2022	#5
01809-C13	Miscellaneous Details 2	Aug 9, 2022	#5
	Stormwater Management Report	Revised July 2022	
	Storm Sewer Design Sheet	Dec. 2021	
	Sanitary Sewer Design Sheet	Dec. 2021	

- Proposed Subdivision Town of Mount Forest Township of Wellington North, Jack’s Way, Mount Forest, Ontario, Project No 42126, Street Lighting Drawings prepared by Mighton Engineering, 300 Victoria Street N, 2nd Fl, Kitchener, ON, N2H 6R9, bearing the signature and seal of T.Ali, P. Eng., Registered Professional Engineer over the date of August 9, 2022 including the following drawings:

Dwg #	Drawing Name /Description	Date	Revision #
SL.1	Street Lighting Plan	Aug. 9, 2022	#4
SL.2	Street Lighting Plan	Aug. 9, 2022	#4
E1	Electrical Primary Distribution	Aug. 9, 2022	#5
E2	Electrical Secondary Distribution	Aug. 9, 2022	#5
E3	Distribution Details	Aug. 9, 2022	#5
E4	Distribution Details 2	Aug. 9, 2022	#2

3. Geotechnical report: July 27, 2018, report prepared CMT Engineering Inc. entitled "Geotechnical Investigation, Wilson Residential Development, Durham Street East at London Road North, Mount Forest, Ontario".

SCHEDULE “E” OF THE SUBDIVISION AGREEMENT

**ITEMIZED ESTIMATE OF COSTS OF CONSTRUCTION
OF EACH PART OF THE WORKS**

Cost estimate is dated August 9, 2022 prepared by Cobide Engineering Inc.

Construction Price of \$1,657,768.90 and Municipal share being \$2,500.00.

Project No. 01809	Jack's Way Subdivision - Mount Forest Construction Cost Estimate Township of Wellington North	August 9, 2022
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Item	Tender Cost Summary	Total
1.0	General Construction Items and Removals	\$100,790.00
2.0	Sanitary Sewers and Appurtenances	\$246,800.00
3.0	Watermain and Appurtenances	\$171,440.00
4.0	Storm Works/Sewers	\$304,270.00
5.0	Road Works	\$421,675.00
6.0	Electrical Servicing	\$25,200.00
7.0	Contingency Allowance (5%)	\$63,508.75
8.0	10% Engineering	\$133,368.38
9.0	13% HST	\$190,716.78
Total Preliminary Cost		\$1,657,768.90

1.0	General Construction Items and Removals	Quantity	Unit	Unit Price	Total
1.01	Mobilization/Demobilization	100%	LS	\$10,000.00	\$10,000.00
1.02	Materials Testing	100%	LS	\$20,000.00	\$20,000.00
1.03	Traffic Control	100%	LS	\$2,500.00	\$2,500.00
1.04	Supply, Install, Maintain and Remove Temporary Mud Mat (Provisional)	1	Each	\$1,500.00	\$1,500.00
1.05	Supply, Install, Maintain and Remove Light-Duty Silt Fence	730	m	\$18.00	\$13,140.00
1.06	Supply, Install, Maintain and Remove Rock Check Dams	3	Each	\$700.00	\$2,100.00
1.07	Clearing and Grubbing	100%	LS	\$7,500.00	\$7,500.00
1.08	Topsoil Stripping (Ditch on Birmingham Street)	1,950	m ²	\$5.00	\$9,750.00
1.09	Cut/Fill on Site (Road Allowance and Pond Only)	3,950	m ³	\$8.00	\$31,600.00
1.10	Supply and Install Trees	9	Each	\$300.00	\$2,700.00
Total Section 1.0					\$100,790.00

2.0	Sanitary Sewers and Appurtenances	Quantity	Unit	Unit Price	Total
2.01	375 mm dia. PVC SDR-35 Sanitary Sewer	71	m	\$320.00	\$22,720.00
2.02	250 mm dia. PVC SDR-35 Sanitary Sewer	366	m	\$240.00	\$87,840.00
2.03	200 mm dia. PVC SDR-35 Sanitary Sewer	14	m	\$210.00	\$2,940.00
2.04	1200 mm dia. Sanitary Manhole	8	Each	\$6,500.00	\$52,000.00
2.05	125 mm dia. Sanitary Service	31	Each	\$1,800.00	\$55,800.00
2.06	Connect Proposed Sanitary Sewer to Existing Sanitary Manhole	1	Each	\$1,500.00	\$1,500.00

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2.07	Closed Circuit Television Inspection- Substantial Performance	100%	LS	\$12,000.00	\$12,000.00
2.08	Closed Circuit Television Inspection- 3 Months Prior to End of Warranty Period	100%	LS	\$12,000.00	\$12,000.00
Total Section 2.0					\$246,800.00

3.0	Watermain and Appurtenances	Quantity	Unit	Unit Price	Total
3.01	150 mm dia. PVC DR 18 Watermain	222	m	\$210.00	\$46,620.00
3.02	150 mm dia. Gate Valve	2	Each	\$3,500.00	\$7,000.00
3.03	200 mm dia. PVC DR 18 Watermain	32	m	\$210.00	\$6,720.00
3.04	250 mm dia. PVC DR 18 Watermain	145	m	\$240.00	\$34,800.00
3.05	250 mm dia. Gate Valve	1	Each	\$4,000.00	\$4,000.00
3.06	Supply & Install Fire Hydrant c/w Hydrant Sign and Test Box	1	Each	\$10,000.00	\$10,000.00
3.07	Supply & Install 19mm dia. Water Service	31	Each	\$1,500.00	\$46,500.00
3.08	Watermain Insulation	28	m	\$100.00	\$2,800.00
3.09	Connect to Existing Watermain	2	Each	\$4,000.00	\$8,000.00
3.10	Commission Watermain	100%	LS	\$5,000.00	\$5,000.00
Total Section 3.0					\$171,440.00

4.0	Storm Works/Sewers	Quantity	Unit	Unit Price	Total
4.01	250 mm dia. HDPE Storm Sewer	22	m	\$180.00	\$3,960.00
4.02	300 mm dia. HDPE Storm Sewer	268	m	\$190.00	\$50,920.00
4.03	375 mm dia. HDPE Storm Sewer	19	m	\$200.00	\$3,800.00
4.04	450 mm dia. HDPE Storm Sewer	93	m	\$220.00	\$20,460.00
4.05	Connect Proposed Storm Sewer to Existing Storm Manhole	1	Each	\$1,500.00	\$1,500.00
4.06	Supply & Install 1200 mm dia. Precast Concrete Manhole	3	Each	\$4,000.00	\$12,000.00
4.07	Supply & Install 1200 mm dia. Precast Concrete Catchbasin Manhole	2	Each	\$4,200.00	\$8,400.00
4.08	Supply & Install 600 x 600 mm Precast Concrete Catchbasin	6	Each	\$3,500.00	\$21,000.00
4.09	Supply & Install 1500 mm dia. Precast Concrete Twin Inlet Catchbasin Manhole c/w Tideflex check valve	1	Each	\$10,000.00	\$10,000.00
4.10	Supply & Install 600 x 1450 mm Precast Concrete Twin Inlet Catchbasin	1	Each	\$4,250.00	\$4,250.00
4.11	Supply & Install HDPE Inlet Basin	4	Each	\$4,000.00	\$16,000.00
4.12	Supply & Install Oil Grit Separator Unit	1	Each	\$40,000.00	\$40,000.00
4.13	Supply & Install 100 mm dia. Storm Sewer Lateral	31	Each	\$1,400.00	\$43,400.00
4.14	Supply & Install 150 mm dia. Perforated Subdrain	402	m	\$40.00	\$16,080.00
4.15	Supply & Place Rip-Rap c/w Geotextile	85	m ²	\$100.00	\$8,500.00
4.16	Supply & Install Duramat Interlocking Open Cell Concrete Pavers (Pond Outlet and Overflow)	100%	LS	\$10,000.00	\$10,000.00
4.17	Supply & Install Concrete Headwall c/w Orifice and Trash Grate	1	Each	\$10,000.00	\$10,000.00
4.18	Closed Circuit Television Inspection- Substantial Performance	100%	LS	\$12,000.00	\$12,000.00

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4.19	Closed Circuit Television Inspection- 3 Months Prior to End of Warranty Period	100%	LS	\$12,000.00	\$12,000.00
Total Section 4.0					\$304,270.00
5.0	Road Works	Quantity	Unit	Unit Price	Total
5.01	Subgrade & Boulevard Preparation	100%	LS	\$7,500.00	\$7,500.00
5.02	Supply & Place Granular 'B'	4,300	Tonne	\$17.00	\$73,100.00
5.03	Supply & Place Granular 'A'	1,800	Tonne	\$19.00	\$34,200.00
5.04	HL-4 Hot Mix Asphalt (50mm Base Course)	315	Tonne	\$160.00	\$50,400.00
5.05	HL-3 Hot Mix Asphalt (40mm Surface Course)	240	Tonne	\$160.00	\$38,400.00
5.06	Supply & Install Concrete Barrier Curb and Gutter (OPSD 600.040)	23	m	\$100.00	\$2,300.00
5.07	Supply & Install Concrete Mountable Curb and Gutter (OPSD 600.100)	365	m	\$85.00	\$31,025.00
5.08	Install Concrete Spillway (OPSD 604.010)	2	Each	\$2,000.00	\$4,000.00
5.09	Supply & Install 1.5 m Concrete Sidewalk (150mm thickness in driveways)	245	m ²	\$100.00	\$24,500.00
5.10	Supply & Install Tactile Plates	3	Each	\$500.00	\$1,500.00
5.11	Concrete Pad for Canada Post Community Mailbox	5	m ²	\$700.00	\$3,500.00
5.12	Dust Control	100%	LS	\$2,500.00	\$2,500.00
5.13	Supply & Install Traffic Signs	8	Each	\$500.00	\$4,000.00
5.14	Supply & Install Fencing	71	m	\$300.00	\$21,300.00
5.15	Construct Stone Dust Trail	1,210	m ²	\$20.00	\$24,200.00
5.16	Supply & Install Maintenance Access Gates	4	Each	\$1,000.00	\$4,000.00
5.17	Supply & Install Erosion Control Blanket (Provisional)	1,950	m ²	\$5.00	\$9,750.00
5.18	Supply & Place Topsoil and Sod (Ditch on Birmingham Street)	2,100	m ²	\$15.00	\$31,500.00
5.19	Supply & Place Topsoil, Seed, and Mulch (Stormwater Management Pond)	2,900	m ²	\$10.00	\$29,000.00
5.20	Supply & Install Road Crossing Ducts (3 crossings, 15 ducts each)	100%	LS	\$25,000.00	\$25,000.00
Total Section 5.0					\$421,675.00
6.0	Electrical Servicing	Quantity	Unit	Unit Price	Total
6.01	Streetlights	6	Each	\$4,200.00	\$25,200.00
Total Section 6.0					\$25,200.00
Notes:					
1. The Estimate of Construction costs is provide for budgetary purposes only. This is not to be interpreted as a guarantee by Cobide Engineering Inc. as a guarentee of actual construction costs					

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The parties agree to pay their share of the estimated construction price of the works described. The Owner shall pay their share of the Costs of Construction; the Township shall contribute the cost associated with the installation of maintenance access gates at 2 locations, London Road and also east of Church Street, on the un-opened portion of Birmingham Street as shown on the drawings. Notwithstanding the Estimated Costs of Construction, the Owners and the Township agree to pay for the entire actual costs even if such costs are greater than the estimate to a maximum set cost. For greater certainty, the Township's share of the cost of the Works shall be capped at, and shall not exceed, \$3,000.00 inclusive of HST.

Process for Developer reimbursement of Township contribution towards installation of pedestrian gates and access gates:

- i. The Township has granted Preliminary Acceptance of the Works;
- ii. The Owner's Engineer is to provide a letter of certification of the Works, compile a deficiency list and all deficiencies have been corrected;
- iii. Reimbursements will be processed in the following three (3) stages of payment:

First Reimbursement:

- i. Township requires evidence of payment to constructor complete with detailed proper invoices and progress payment certificates issued to the contractor that completed the Works;
- ii. Statutory Declaration Re Payment of Accounts from both the Developer and the Developer's constructor is to be completed, signed and sealed on the form provided in Schedule O;

- iii. The Owner is to provide a detailed proper invoice for the Township's share of the Works completed. The Developer's proper invoice is to include the Statutory Holdback (10%) and Guarantee Maintenance Holdback (3%) that are required in accordance with the Construction Act;

Second Reimbursement:

- i. Once adequate time has lapsed from the Statutory Declaration Re Payment of Accounts for both the Developer and the Developer's constructor, the Developer's Engineer shall provide an invoice to the Township for the release of the Statutory Declaration Re Payment of Accounts Holdback (10%).

Third Reimbursement:

- i. Once the maintenance period has expired as found in section 5.1 of this agreement, a deficiency list has been compiled and all deficiencies have been corrected, and Final Acceptance has been reached and approved by the Township, the Developer's Engineer shall provide an invoice to the Township for the final release of the Guarantee Maintenance Holdback (3%).

SCHEDULE "F" OF THE SUBDIVISION AGREEMENT**LIST OF LOTS UNSUITABLE FOR BUILDING PURPOSES – SECTION 6.3**

None.

SCHEDULE “G” OF THE SUBDIVISION AGREEMENT

OWNER’S FINAL GRADING CERTIFICATE

The undersigned hereby certifies to The Corporation of the Township of Wellington North (the “Township”) that the foundations of the buildings and structures and any openings in any such foundation walls constructed on the following property:

STREET NO.		STREET	
MUNICIPALITY			
LOT/BLOCK		REGISTERED PLAN NO.	

have been constructed, at or above the elevations illustrated on the overall Certified Building Lot Site Plan (as approved by or on behalf of the Township) referred to in the Subdivision Agreement registered against the title to the above property as shown on the as-built grading survey attached.

The undersigned further certifies to the Township that:

1. the final grading of the above referred to property has been completed in substantial compliance with the Certified Building Lot Site Plan referred to in the Subdivision Agreement;
2. the grade elevation of all lot boundaries and corners including the front lot corners of the property are in substantial compliance with the Certified Building Lot Site Plan; and
3. the above lot has been graded to provide positive drainage in front, rear and side yards and that there is no area of the property which is subject to ponding of water.
4. When taking everything into consideration, it is our opinion that proper drainage has been provided on the subject property.

This certificate is given and delivered to the Township in full knowledge that the Township relies on this certification in providing a release of the applicable Subdivision Agreement affecting this property.

DATED at _____, Ontario this _____ day of _____, 202__ .

Signature of Professional Engineer or OLS

Name and address of Professional Engineer or OLS

NOTE: Copies of this Owner’s Final Grading Certificate are available at the Township’s Building Department.

SCHEDULE “H” OF THE SUBDIVISION AGREEMENT

LANDS AND EASEMENTS TO BE CONVEYED TO THE TOWNSHIP:

1. Public Highways

The streets to be constructed in this development shall be conveyed and dedicated to the Township for public highway purposes at no cost to the Township and free of all liens and encumbrances.

2. Parkland

The Developer shall convey up to 5% of the land included in the plan to the Township for park purposes, free of all liens and encumbrances under section 51.1(1) of the Planning Act. The Township may accept cash in lieu of all or a portion of the conveyance and the Township is authorized to do so, under 51.1(3) of the Planning Act.

3. Easements

The Developer shall grant at its expense and in favour of the Township and/or County easements for municipal services and drainage purposes over the following lands:
Lots 1, 2, 3, 4, 5, 6, and 7.

4. Municipal Blocks

The Developer shall convey Block 17 (SWM) and Block 19 (6m Walkway), free of all liens and encumbrances, to the Township for municipal purposes, exclusive of parkland.

5. 0.3 m Reserves

The Developer shall convey Block 18 as a 0.3 m reserve, to the Township, free of all liens and encumbrances.

SCHEDULE "I" OF THE SUBDIVISION AGREEMENT

NO OCCUPANCY AGREEMENT (Special Building Permit/Model Homes Section 8.11)

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of one dollar (\$1.00) of lawful money of Canada, the parties hereto mutually covenant and agree as follows:

1. In consideration of The Corporation of the Township of Wellington North issuing a building permit to the owner for _____, the Owner covenants and agrees that it will not apply for an occupancy permit until the following services have been installed to the satisfaction of the Township: _____.

2. The Township hereby acknowledges that it has a cash deposit from the Developer in the sum of \$ _____ who will use its best efforts to ensure that the above referred to services are completed by _____.

THIS AGREEMENT shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED

This _____ day of _____, 202____.

5053745 Ontario Inc.

PER:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Mayor

Clerk

We have authority to bind the Corporation

SCHEDULE “J” OF THE SUBDIVISION AGREEMENTAPPLICATION FOR REDUCTION OF SECURITY

(Section 9.3)

TO: *(Name of Township Engineer)*, Engineer, Township of Wellington North
 DEVELOPER: *(Name of Developer)*
 AGREEMENT: *(Date of Subdivision Agreement)*
 PROPERTY: *(Legal Description of Property)*
 APPLICATION NO.: *(Specify number of application)*

The undersigned, *(Name of Developer’s Engineer)* being the Developer’s Engineer, hereby confirms that the Works constructed as at the date of this Application have been installed by the Developer under the full time supervision of the Developer’s Engineer and in accordance with the requirements of the Subdivision Agreement between the Developer and the Township.

The Works installed to the date hereof and the calculation of the cost thereof are detailed in the schedule attached hereto.

Further, the undersigned Developer’s Engineer hereby confirms that the Works remaining to be constructed as at the date of this Application and the calculation of the estimated cost thereof are also detailed in the schedule attached hereto.

This Application is given and delivered to the Township Engineer with full knowledge that the Township Engineer and the Township will rely upon the information contained herein in granting a reduction of the security held by the Township pursuant to Section 9.2 of the said Subdivision Agreement affecting the above property.

DATED at _____, Ontario this _____ day of _____, 202__.

(Signature of Developer’s Engineer)

(Name of Developer’s Engineer)

SCHEDULE “K” OF THE SUBDIVISION AGEEMENT

FORM OF PARTIAL RELEASE:

PARTIAL RELEASE

IN FAVOUR OF

Herein called the “Owner”

WHEREAS the Owner entered into certain obligations in favour of The Corporation of the Township of Wellington North under an Agreement registered against the lands hereinafter described as Instrument No. _____.

AND WHEREAS the Owner has satisfied and fulfilled all of those obligations.

NOW THEREFORE The Corporation of the Township of Wellington North releases the Owner from the obligations contained in the said Agreement, with the exception of the lot grading provisions in Section 6.11 and certifies that all other provisions of the Agreement are no longer binding with respect to the said lands. The lands released hereby, subject to Section 6.11, are:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Wellington North (_____), County of Wellington and being composed of Lot _____, Registered Plan _____.

DATED this _____ day of _____, 202__.

Clerk

SCHEDULE "L" OF THE SUBDIVISION AGREEMENT**CONDITIONS OF DRAFT APPROVAL**

The Conditions of Approval for Draft Plan of Subdivision 23T-18004 contained in the Decision of The Corporation of the County of Wellington for File No. 23T-18004 dated the 18th day of May, 2022 which is on file at the offices of The Corporation of the County of Wellington, County of Wellington Administration Centre, 74 Woolwich Street, Guelph, Ontario N1H 3T9 and at the offices of The Corporation of the Township of Wellington North, 7490 Sideroad 7 West, P.O. Box 125, Kenilworth, Ontario N0G 2E0.

SCHEDULE "M" OF THE SUBDIVISION AGREEMENT

DEVELOPER - Jack's Way Development, Mount Forest, Ontario

SECTION 10 - SPECIAL PROVISIONS AND EXCEPTIONS

In the event that there is any conflict between the provisions of this Schedule and the main agreement of which it forms a part or any other schedule thereto, the most onerous requirement of the Developer for the protection and enhancement of the public interest shall prevail unless the provision herein is expressly identified as an exception.

The following special provisions apply to this Agreement:

1. Building Deposit Requirements (See also Section 8.9). The Developer or lot Owner or their authorized contractor or agent shall at the time of applying for a building permit for each lot or block on the Plan deposit with the Township a Works Damage/Lot Grading Compliance Deposit in the amount of \$2,500.00, and a Trees/Driveway Ramp Deposit in the amount of \$2,000.00 with the Township, which deposits are intended to ensure that:
 - (a) any damages caused to municipal services or facilities adjacent to the construction site during construction of the residence are suitably repaired in accordance with the Township's current Municipal Servicing Standards and have been inspected and approved in writing by the Township's Engineer and that all construction debris is properly disposed of;
 - (b) that the parcel for which the permit is requested is graded as required by this Agreement, and that the Owner's Final Grading Certificate is provided and the Township has been reimbursed for the Township Engineer's charges for the said Certificate; and,
 - (c) that any required tree(s) in the street at the front of the lot and in the event of a corner lot at the side of the lot has/have been planted and driveway cuts and driveway ramps have been completed as required by this Agreement.
2. Lot Entrances. The Developer covenants that no driveway cuts or driveway ramps shall be installed, constructed or made until a building permit is issued for the lot to be served by such driveway ramp, and all driveway ramps shall be constructed in accordance with the Township's current Municipal Servicing Standards and this Agreement at the expense of the Developer or the lot owner as applicable.
3. That a detailed geotechnical investigation be prepared to the satisfaction of the Township's Engineer.
4. That the fencing of the 6m Walkway, Block 19; is to the satisfaction of the Township.
5. Prior to any grading or construction on the site and prior to registration of the plan of subdivision, the Developer shall submit the following documents, plans and reports to the satisfaction of the Saugeen Valley Conservation Authority:
 - (a) A detailed 'Storm Water Management Report' prepared by a technically qualified consultant in accordance with the prevailing Ministry of Environment, Conservation and Parks planning and design guidelines and other related technical criteria as determined by the Saugeen Valley Conservation Authority. The Report shall detail the methods that will be used to control stormwater including erosion and sedimentation within the draft plan of subdivision lands and abutting properties during and following construction.. The Report shall also detail the methods that will reduce any negative impacts to water quality.

In the event that the "Stormwater Management Report" recommends the establishment of any stormwater works, detention or retention facilities, the subdivision agreement between the Owner and the Township shall contain a

provision whereby the Township will assume ownership, operation and maintenance responsibility of same in perpetuity.

- (b) Detailed 'Lot Grading and Drainage Plans' showing existing and proposed grades, prepared in accordance with the prevailing MECP planning and design guidelines and other related technical criteria as determined by the Saugeen Valley Conservation Authority.
- (c) An 'Erosion and Sedimentation Control Plan' indicating the means whereby erosion will be minimized and sediment contained on-site and from abutting properties throughout all phases of construction, grading and restoration, and following restoration and shall include a maintenance plan and provision for timely revegetation of the site. The Plan shall also detail the methods that will reduce any negative impacts to water quality.

6. Stormwater Management Report and Lot Grading Plan

- (a) The Developer shall carry out or cause to be carried out the works recommended in the 'Stormwater Management Report', 'Lot Grading and Drainage Plan', 'Erosion and Sedimentation Control Plan', and Development, Interference with Wetlands and Alterations to Shorelines and Watercourses permit, in accordance with Saugeen Valley Conservation Authority Regulation and in the sole discretion of the Saugeen Valley Conservation Authority.

7. Watermain commissioning, flushing and monitoring program

- (a) The Township requires a watermain commissioning, flushing and chlorine residual monitoring to be implemented. The Developer will be responsible for preparing plans for the commissioning, flushing, and chlorine residual monitoring for review and approval by the Township. The Township's Environmental Services Department will continue to monitor the residual levels and flush as required; however, the Developer will be responsible for all costs associated with the implementation of the plan for Township staff to perform the monitoring of the residual levels and flushing work and will be charged in accordance with the most current fees as found in the Township's fees and charges by-law. The Developer agrees to allow the Township to access the Lands until Final Acceptance has been achieved to implement the monitoring program. The Developer will continue to maintain access to roadways within the entire development and fire hydrants which includes snow removal of all roadways and fire hydrants as found in section 5.2.3 of this Subdivision agreement to ensure that Township staff can adequately obtain water samples and locations for flushing.

8. Maintenance of the storm water management facility, park blocks, walkways, pipe blocks and related infrastructure

- (a) the Developer is responsible, including all associated costs, to ensure that the storm water management facility and all related storm water quality and quantity appurtenances shall be maintained during all phases of the development and as such may require maintenance and repair upon the completion of each phase or as directed by the Township, and shall as a minimum include, but not be limited to, cleaning out all accumulated sediment and debris from SWM facilities (e.g. OGS; pond) and restoration of all disturbed areas prior to Final Acceptance of Stage 4.
- (b) Grass maintenance of SWM Pond Block 17; 0.3m Reserve Block 18; Walkway Block 19; shall be maintained during all phases of the development until Final Acceptance of Stage 4, as such shall include a grass cutting schedule which incorporates weekly grass cutting between the months of May to July and biweekly grass cutting between the months of August to October. Frequency of grass cutting may be altered due to the seasonal rainfall events, droughts, or as determined by the Township. The Developer is responsible for all associated grass cutting costs.

- (c) The guaranteed maintenance period for each phase of the development is as described in Section 5.1

9. Water Supply and Waste Water Collection System

- (a) Prior to final approval and registration of any phase of the plan, the Developer shall supply written confirmation to the Township and shall confirm to the satisfaction of the County of Wellington that an adequate water supply is available and has been allocated for the applicable plan or phase or that satisfactory arrangements have been made to ensure that an adequate water supply will be provided when required.
- (b) Provide for the installation of a piped water supply system and a piped waste water collection system, subject to the approval of the Ministry of the Environment, Conservation and Parks, and furthermore, shall provide for the Township to assume ownership and operation of the system.

10. Fence

- (a) All fence(s) that are built along a shared property line with the Township shall be owned and maintained for life by the Developer, and each subsequent Owner of Lots or Blocks within the Plan. The Developer, and each subsequent Owner of Lots or Blocks within the Plan is responsible for the repair and maintenance including all cost for any maintenance to said fence(s). The Township is not responsible for any future shared cost.

11. Bell Canada Telecommunication Services

- (a) The Developer acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Developer further agrees and acknowledges to convey such easements at no cost to Bell Canada. The Developer agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Developer shall be responsible for the relocation of any such facilities or easements at their own cost.

12. Emergency Telecommunication Services

- (a) Prior to final approval, the Developer shall provide written confirmation from an authorized service provider that communication/telecommunication facilities will be provided within the proposed development to enable, at a minimum, the delivery of communication/telecommunication services for emergency management services (i.e. 9-1-1 Emergency) in accordance with CRTC requirements.

13. Canada Post Community Mailboxes

- (a) The Developer shall consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
- (b) The Builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.
- (c) The Developer will install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings.

- (d) The Developer will agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
- (e) The Developer will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.
- (f) The Developer agrees, prior to offering any of the residential units for sale, to place a "Display Map" on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Community Mailbox site locations, as approved by Canada Post and the city/town of Mount Forest, ON.

14. Copies of Plan

- (a) The Developer shall have prepared by an Ontario Land Surveyor a final plan of the Lands in accordance with the *Surveys Act* and with the *Registry Act* or the *Land Titles Act* as the case may be, and shall provide that plan, being two (2) mylar copies and four (4) white prints (one (1) white print with an Ontario Surveyors Association sticker attached) to the County of Wellington's Director of Planning and Development prior to the lapsing date set out in section 1.6 of this Agreement.
- (b) The Developer shall submit a written agreement to the County of Wellington whereby the Developer agrees to provide to the County Planning Department a digitized copy of the final plan to be registered in a format which satisfies the AutoCAD requirements of the County at time of submission consistent with the County of Wellington's current provisions for processing and approving plans of subdivision.
- (c) The Developer agrees in writing satisfactory to the Upper Grand District School Board to provide the Upper Grand District School Board with a digital file of the plan of subdivision in either ARC/INFO export or DXF format containing the following information: parcel fabric, and street network.

15. Notices

- (a) the County of Wellington shall be advised in writing by the Township that conditions 1 through 11 in the Draft Plan of Subdivision 23T-18004 have been satisfied.
- (b) the County of Wellington shall be advised in writing by the Saugeen Valley Conservation Authority that conditions 12 and 13 in the Draft Plan of Subdivision 23T-18004 have been satisfied.
- (c) the County of Wellington shall be advised in writing by the Upper Grand District School Board that conditions 14 through 17 in the Draft Plan of Subdivision 23T-18004 have been satisfied.
- (d) County of Wellington shall be advised in writing by Bell Canada that conditions 18 and 22 in the Draft Plan of Subdivision 23T-18004 have been satisfied.
- (e) the County of Wellington shall be advised in writing by Wellington North Power Inc. that conditions 19 and 20 in the Draft Plan of Subdivision 23T-18004 have been satisfied.
- (f) the County of Wellington shall be advised in writing by Canada Post that condition 21 in the Draft Plan of Subdivision 23T-18004 has been satisfied.

16. Adjacent Development

- (a) The Developer shall have consideration with respect to the development of the adjacent property (B111-21) including but not limited to drainage, grading, servicing, road improvements and shared infrastructure.

17. Proof of Fulfillment of All Approvals and Permit Terms and Conditions

- (a) Developer is responsible for adherence to all terms and conditions of approvals and permits required for this development including but not limited to MECP

ECA and Conservation Authority Permits. Prior to Final Acceptance of Stage 4, the Developer's Engineer shall submit to the Township a letter that outlines how these terms and conditions were met, and provide copies of all mandatory record keeping, reports and Manuals. The Developer shall also be required to have MECP revise the ECAs to change the Owner name to the Township of Wellington North.

18. Structural Fill

- (a) At the time of the Building Permit application, a report prepared by a licensed geotechnical engineer shall be submitted to the Township to identify whether or not structural fill is required for proper founding conditions for all proposed structures along with details of how this work is to be completed and tested, as well as how excess soils from the site will be properly managed in accordance with current Regulations. At the time of the Occupancy Permit application, a report prepared by a licensed geotechnical engineer shall be submitted to the Township to certify the structural fill and management of excess soil, and append all test results in support of this certification and an As Recorded drawing depicting the placement of the structural fill.

SCHEDULE "N" OF THE SUBDIVISION AGREEMENT

DEVELOPER - 5053745 Ontario Inc., Mount Forest Ontario

COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall be placed in every contract for the sale of part of the lands and shall be registered against the title to every lot or block forming a part of the lands:

- 1) The purchaser/transferee covenants and agrees that the surface grading and drainage including all swales for the within described land shall at all times conform to the Approved Grading Plan for the Lands referred to in the Subdivision Agreement with the municipality which controlled the development of the Lands and shall not be altered without the written approval of the municipality.
- 2) The purchaser/transferee covenants and agrees under no circumstances shall roof water, surface water or ground water drains be connected to the municipal sanitary sewer system.
- 3) The purchaser/transferee acknowledges and agrees that a storm sewer service shall be extended from the street line to the top of foundation elevation and that sump pumps shall be connected to the storm sewer service at the top of foundation in accordance with applicable municipal servicing standards, and further, that no gravity connection shall be made to the service. All sump pumps shall be installed with backflow preventers or check valves to the satisfaction of the Chief Building Official.
- 4) The purchaser/transferee covenants and agrees to comply with the requirements of the Township's sewer use by-law in effect from time to time.
- 5) The purchaser/transferee covenants and agrees that no dumping of any material (including snow, grass cuttings, yard waste, construction waste, and debris) is permitted on vacant lots, public property or on adjacent lands.
- 6) The purchaser/transferee covenants that the maintenance of any retaining walls, fencing, and gates constructed within the subdivision is the responsibility of the property owners. The property owner shall bare all associated costs for maintenance and repair and shall be at no cost to the Township.
- 7) The purchaser/transferee covenants to grant entrance permission into the house so that a Township representative can install a future water meter at a future date with advance notice given by the Township.
- 8) The first purchaser of land within the plan of subdivision after final approval of the subdivision plan, are informed when land is transferred, of all the development charges related to this development.
- 9) That the Developer shall insert in all agreements of purchase and sale or lease for each dwelling in the subdivision :
 - a. "Purchasers/transferee are advised that the lands adjacent to the subdivision are being utilized for normal agricultural operations that may result in noise, dust, odour and other potential nuisances associated with agricultural uses. These normal farm practices may occasionally affect the living environment of residents in close proximity to agricultural operations."
 - b. "Purchasers/transferee are advised that in order to limit liability, public school buses operated by the Service de transport de Wellington-Dufferin Student Transportation Services (STWDSTS), or its assigns or successors, will not travel on privately owned or maintained right-of-ways to pick up students, and potential bussing students will be required to meet the bus at a congregated bus pick-up point."
 - c. "Purchasers/transferee are advised that due to the proximity of the adjacent commercial/industrial facilities, sound levels from these facilities may at times be audible."

- d. “Purchasers/transferee are advised that all fence(s) that are built along a shared property line with the Township shall be owned and maintained for life by the Owner of Lots or Blocks within the Plan. The Owner of Lots or Blocks within the Plan is responsible for the repair and maintenance including all cost for any maintenance to said fence(s). The Township is not responsible for any future shared cost.”
- e. “Purchasers/transferee are advised that all landscaping (ie. trees) installed on every lot on Private Property at a location 300mm from the street Property Line as part of the Plan shall be owned and maintained for life by the Owner of Lots or Blocks within the Plan. The Owner of Lots or Blocks within the Plan is responsible for the maintenance including all cost for any maintenance or removal of said tree(s). The Township is not responsible for any future shared cost.”
- f. A statement, which advises the prospective new home purchaser that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lot #s) of each of these Community Mailbox locations; and further, advise any affected homeowners of any established easements granted to Canada Post.
- g. A specific clause in the Purchase offer, on which the homeowners do a sign off, officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales.

SCHEDULE "O" OF THE SUBDIVISION AGREEMENT

STATUTORY DECLARATION RE PAYMENT OF ACCOUNTS

DOMINION OF CANADA (IN THE MATTER of a contract, known as Subdivision Agreement (entered into between _____ (_____, the Municipality, (_____ AND _____, the Owner, (dated _____, 20__ (for the servicing of _____ (_____ (in _____, Ontario.

TO WIT:

I, _____ of _____ in the Province of _____, do solemnly declare:

1. That I am _____ of the _____ (President, Secretary, Treasurer, a Partner, etc.) Owner named in the Agreement above-mentioned and as such have personal knowledge of the facts hereunder declared.
2. That the said Owner has complied with the terms of the Construction Act, R.S.O. 1990, and amendments thereto.
3. That with the exception of accounts listed below, all liabilities (including payment due to all staff, contractors, suppliers, Workers' Compensation Board, insurance companies) incurred by the said Owner arising out of work performed, have been discharged.

Name & Address of Creditor	Service Rendered	Amount Outstanding	Total
(If there are no accounts, enter "NONE" above)			

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of "The Canada Evidence Act".

DECLARED before me at the _____)
 Of _____)
 in the County of _____)
 this _____ day of _____)
 A.D. 20 _____)

_____)
 A Commissioner, etc. or Notary Public

SCHEDULE "P" OF THE SUBDIVISION AGREEMENT

DEVELOPER CONTRIBUTION

**5053745 Ontario Inc - Jacks Way Subdivision
London Road, Mount Forest
Developer Contribution for Future Sidewalk on London Road
August 23, 2022**

Opinion of Probable Cost

Road Work

Item	Quantity	Unit	Unit Price	Amount
Earth excavation - sidewalk (one side, 1.5m wide)	14	cu.m	\$ 110.00	\$1,540.00
Water	1	cu.m	\$ 20.00	\$20.00
Granular 'A' (125mm) - sidewalk	16	t	\$ 25.00	\$400.00
Concrete sidewalk, 1.5m wide (150mm)	206	sq.m.	\$ 100.00	\$20,600.00
intersection	22.5	sq.m.	\$ 125.00	\$2,812.50
0.6m x 1.2m tactile walking surface at curb ramp	2	ea.	\$ 500.00	\$1,000.00
0.6m x 1.2m tactile walking surface at curb ramp	2	ea.	\$ 500.00	\$1,000.00
Traffic Control and Pedestrian Control	1	LS	\$ 2,000.00	\$2,000.00
Subtotal				\$29,372.50

Summary

Item	Amount
Road Work	\$29,372.50
Subtotal	\$29,372.50
Lump Sum to cover all other requirements (2.0%)	\$587.45
Subtotal	\$29,959.95
Bonding and Insurance (3%)	\$898.80
Subtotal	\$30,858.75
Contingency (10%)	\$3,085.88
Total Construction	\$33,944.63

Engineering

Design, tendering, construction review and contract administration (15%)	\$5,091.69
--	------------

Total Construction and Engineering

Total	\$39,036.32
H.S.T. (13%)	\$5,074.72
Subtotal	\$44,111.04
Less rebatable HST (11.24%)	\$4,387.68
Total (Incl. Net H.S.T.)	\$39,723.36

Rounded: \$39,700.00

Notes:

1. Sidewalk costs are based on site frontage onto London Road.
2. Prices assume no utility or other conflicts.
3. Includes cost for 25% of the Durham-London intersection.



Preserving, promoting, and developing Wellington North's unique cultural resources to build a vibrant community and a prosperous economy.

CULTURAL MOMENT FOR AUGUST 29TH CELEBRATES THE ARTHUR POPPY PROJECT

The image of red poppies is a powerful symbol for all Canadians and maybe even more for Arthur, Canada's Most Patriotic Village, Arthur. In 2021, an invitation went



out to local churches from St. James Anglican Church in Elora from their knitting group to either crochet or knit poppies. Bonny McDougall from our WN Cultural Roundtable was home, as were most people and needing something to occupy her time started crocheting poppies. Red and black yarn was already in her collection, so the crocheting began and by the end of September when the group in Elora stopped receiving

them 138 poppies had been crocheted.

While some people may have stopped at 138, Bonny continued crocheting poppies with a plan. Knowing that 2022 would be the 150th Anniversary of the Village of Arthur, she decided to spearhead a similar poppy project. A community rich with a variety of artisans and resourceful people, she felt this would be a project that was viable for our village.

The Arthur 150 committee and Royal Canadian Legion, Branch 226, Arthur also gave permission to use the Legion and Cenotaph with the goal to have a display ready for the July 1st weekend. Bonny and Angie Duffield made trips twice a week to the pickup spot as the bin was overflowing, 7 packages of netting, 7 feet wide by 21 feet long, along with the task of attaching the poppies to the net so they could be displayed during the Arthur 150th celebrations.



The intent is to also bring the poppies back out for two weeks in November. They are very eye-catching, beautiful shades of red and we can never do enough to remember those veterans who have given us peace and freedom.

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 101-22

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE
COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON
AUGUST 29, 2022**

WHEREAS Section 5 of the Municipal Act, S.O. 2001 c.25 (hereinafter called "the Act") provides that the powers of a Municipal Corporation shall be exercised by its Council;

AND WHEREAS Section 5(3) of the Act states, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law, unless the municipality is specifically authorized to do otherwise;

NOW THEREFORE the Council of The Corporation of the Township of Wellington North hereby **ENACTS AS FOLLOWS**:

1. The action of the Council of the Corporation of the Township of Wellington North taken at its meeting held on August 29, 2022 in respect of each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Wellington North at its meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. That the Mayor and the proper officials of the Corporation of the Township of Wellington North are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Wellington North referred to in the proceeding section hereof.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation of the Township of Wellington North.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 29TH DAY OF AUGUST, 2022.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK